



City of San José Housing & Community Development Commission

District 1— Martha O'Connell
District 3— Robert Gill
District 5— Vacant
District 7— Melissa Medina (VC)
District 9— Gary Prideaux
Mayor — Nhi Nguyen

Alex Shoor —District 2
Vacant —District 4
Andrea Wheeler —District 6
Lee Thompson —District 8
Michael Fitzgerald —District 10
Davlyn Jones – CAAC-MR
(C) Mike Graves – CAAC ML

SPECIAL MEETING AGENDA

REVISED

5:45PM

March 2, 2017

San José City Hall
Wing Rooms 118-120

- I. Call to Order & Orders of the Day**
- II. Introductions**
- III. Consent Calendar**
 - A. Minutes for the Regular Meeting of February 9, 2017
ACTION: Approve the February 9, 2017 action minutes
- IV. Reports and Information Only**
 - A. Chair
 - B. Director
 1. Update on the Flood
 - 1) Local Assistance Center
 - 2) Shelter/Housing Response
 2. Upcoming HCDC agenda items
 3. Upcoming City Council agenda Items
 4. Results of City Council Prioritization
 5. Upcoming Community Outreach Meetings
 - C. Council Liaison Report
- V. New Business**
 - A. **Destination Home: Homeless Prevention (R. Bramson, Housing Department)**
ACTION: Discussion and possible recommendation to the City Council supporting a Grant Agreement between the City of San Jose and the Health Trust as fiscal agent of Destination:Home in the amount of \$1,050,000 to provide funding to support homeless prevention and employment engage initiative for homeless individuals and families.
 - B. **Draft Ellis Act Ordinance (R. VanderVeen, Housing Department)**
ACTION: Discussion and provide recommendations to staff regarding potential changes to be considered for the final draft of the City Ellis Act Ordinance.
 - C. **Draft Tenant Protection Ordinance (R. VanderVeen, Housing Department)**

ACTION: Discussion and

1) Provide recommendation to staff regarding potential changes to be considered for the final draft of the Tenant Protection Ordinance.

2) Recommend that the City Council direct staff to incorporate a requirement that a property owner offer a one-year written lease to a tenant into the Apartment Rent Ordinance;

3) Recommend that the City Council direct staff to develop a Tenant Relocation Ordinance that considers different relocation scenarios and unifies existing policies of the City.

D. FY 17-18 Apartment and Mobilehome Rent Ordinance Program Base Fees (R. VanderVeen, Housing Department)

ACTION: Discussion of the Housing Department's proposed base FY 2017-18 fees for the Rental Rights and Referrals Program, as stated below:

- 1) Apartment Rent Control Fee: increase from \$19.29 to \$29.04 annually per unit
- 2) Mobilehome Rent Control Fee: increase from \$33.48 to \$39.40
- 3) Apartment Non-Rent Control Fee: increase from \$1.98 to \$2.89

E. Potential Future Agenda items (D. Bopf, Housing Department)

ACTION: Discussion and possible recommendation on items to be placed on list of future HCDC agenda topics consistent with the workplan.

VI. Public Comment (*Members of the Public are invited to speak on any item that does not appear on today's Agenda and that is within the subject matter jurisdiction of the Commission*).

VII. Meeting Schedule

The next regular meeting will be Thursday, April 13, 2017 at 5:45PM, in the San Jose City Hall Wing Rooms 118-120.

VIII. Adjournment

The City of San José is committed to open and honest government and strives to consistently meet the community's expectations by providing excellent service, in a positive and timely manner, and in the full view of the public.

You may speak to the Commission about any discussion item that is on the agenda, and you may also speak during Public Comments on items that are not on the agenda and are within the subject matter jurisdiction of the Commission. Please be advised that, by law, the Commission is unable to discuss or take action on issues presented during Public Comments. Pursuant to Government Code Section 54954.2, no matter shall be acted upon by the Commission unless listed on the agenda, which has been posted not less than 72 hours prior to meeting.

Agendas, Staff Reports and some associated documents for the Commission items may be viewed on the Internet at <http://www.sanjoseca.gov/hcdc>.

All public records relating to an open session item on this agenda, which are not exempt from disclosure pursuant to the California Public Records Act, that are distributed to a majority of the legislative body will be available for public inspection at the Office of the City Clerk, 200 East Santa Clara Street, 14th Floor, San José, California 95113, at the same time that the public records are distributed or made available to the legislative body. Any draft resolutions or other items posted on the Internet site or distributed in advance of the commission meeting may not be the final documents approved by the commission. Contact the Office of the City Clerk for the final document.

On occasion the Commission may consider agenda items out of order.

The Housing & Community Development Commission meets every Second Thursday of each month (except for July and December) at 5:45pm, with special meetings as necessary. If you have any questions, please direct them to the Commission staff. Thank you for taking the time to attend today's meeting. We look forward to seeing you at future meetings.

To request an accommodation or alternative format under the Americans with Disabilities Act for City-sponsored meetings, events or printed materials, please call (408) 535-1260 as soon as possible, but at least three business days before the meeting.

Please direct correspondence and questions to:

City of San José
Attn: Robert Lopez
200 East Santa Clara Street, 12th Floor
San José, California 95113
Tel: (408) 975-4402
Email: Robert.Lopez@sanjoseca.gov

Para residentes que hablan español: Si desea mas información, favor de llamar a Theresa Ramos al 408-975-4475.

Riêng đối với quý vị nói tiếng Việt : Muốn biết thêm chi-tiết, xin vui lòng tiếp xúc với Therese Tran, Đ.T. 408-793-5349.

對於說華語的居民: 請電 408-975-4450 向 Ann Tu 詢問詳細事宜。說粵語的居民則請撥打 408-975-4425 與 Yen Tiet 聯絡。

Para sa mga residente na ang wika ay tagalog: Kung kinakailangan pa ninyo ng inpormasyon, tawagan si Arlene Silverio sa 408-793-5542. Salamat Po.

DRAFT

HCDC AGENDA: 3-2-17

ITEM: III-A

HOUSING & COMMUNITY DEVELOPMENT COMMISSION

SPECIAL MEETING ACTION MINUTES

FEBRUARY 9, 2017

MEMBERS PRESENT:

Mike Graves	Chair
Melissa Medina	Vice Chair
Davlyn Jones	Commissioner
Martha O'Connell	Commissioner
Bob Gill	Commissioner
Gary Prideaux	Commissioner
Andrea Wheeler	Commissioner
Alex Shoor	Commissioner
Lee Thompson	Commissioner
Michael Fitzgerald	Commissioner
Nhi Nguyen	Commissioner

MEMBERS ABSENT: None

STAFF:

Jacky Morales-Ferrand	Housing Department
Adam Marcus	Housing Department
Rachel VanderVeen	Housing Department
Robert Lopez	Housing Department
Jenny Nusbaum	Planning Department
Helen Chapman	Councilmember Jimenez's Liaison

(I) Call to Order/Orders of the Day— Chair Graves opened the meeting at 5:47pm.

(I) Introductions—Commissioners, staff, and audience introduced themselves.

(III) Consent Calendar

A. Approve the Minutes for the Regular Meeting of January 12, 2017

Commissioner Shoor made the motion to approve the minutes for the January 12, 2017 regular meeting with a second by Chair Graves. The motion passed unanimously (11-0).

(IV) Reports and Information Only

A. Chair – Chair Graves announced that the March regular meeting would be cancelled in lieu of a special meeting to take place on Thursday, March 2, 2017 at 5:45pm.

B. Director

Ms. Morales-Ferrand reported on the City Council's decisions on the Audit of the Apartment Rent Ordinance. Ms. Morales-Ferrand also reported on upcoming items to be considered by the Commission and City Council.

DRAFT

C. Council Liaison

Ms. Chapman reported that Councilmember Jimenez thanked the Commission for their input on the Audit of the Apartment Rent Ordinance.

(V) Old Business – none

(VI) New Business

A. Mobilehome Park Closure Ordinance (A. Marcus, Housing Department)

***Before the item, Commissioner O'Connell announced she would be recusing herself from the conversation and decision and will listen as a member of the public.**

Commissioner Shoor made the motion to not recommend to the City Council a closure ordinance because this is not the best policy. Commissioner Wheeler offered to make a friendly amendment to the motion that states that if the City Council does decide to adopt a closure ordinance that it provide at least the same if not more protections to the residents as the conversion ordinance. Commissioner Shoor accepted the friendly amendment and revised his motion.

Commissioner Shoor made the motion to recommend to the City Council to adopt a closure ordinance with further changes required to offer the same, if not more protections to the residents as the mobilehome conversion ordinance with a second by Commissioner Jones. The motion passed 8-2 by roll call vote with Commissioners Graves and Fitzgerald voting "no", and a recusal by Commissioner O'Connell.

Commissioner Wheeler made the motion to recommend to the City Council that any closure ordinance should include a provision that requires the mobilehome park owner to meet and confer with appropriate city officials to discuss preservation and alternatives to closure with a second by Commissioner Jones. The motion passed 8-2 by roll call vote with Commissioners Graves and Fitzgerald voting "no", and a recusal by Commissioner O'Connor.

Commissioner Thompson made the motion to recommend to the City Council that any closure ordinance include a provision that the appraised value be six (6) months before the date of application to close with a second by Commissioner Shoor. The motion passed 8-2 by roll call vote with Commissioners Graves and Fitzgerald voting "no", and a recusal by Commissioner O'Connor.

Commissioner Thompson made the motion to recommend to the City Council that there should be trigger language within the ordinance stating that there shall be a recording against the property where that any future development triggers the mobilehome conversion policy with a second by Commissioner Shoor. The motion passed 8-2 by roll call vote with Commissioners Graves and Fitzgerald voting "no", and a recusal by Commissioner O'Connor.

DRAFT

B. Apartment and Mobilehome Rent Ordinance Workload Reports (R. Vander Veen, Housing Department)

Commissioner Thompson made the motion to accept the Apartment and Mobilehome Rent Ordinance Workload Reports with a second by Commissioner Jones. The motion passed unanimously (11-0).

C. Future Agenda Items (J. Morales-Ferrand, Housing Department)

Commissioner Wheeler commented that the Commission should hear issues on housing and community development concerning North First Street.

Commissioner Shoor commented that the Commission should receive in depth information on Commission vacancies.

(VII) Public Comment

Commissioner O'Connell commented that there should be a policy to not allow letters from the public to the commission that arrive at the last minute.

(VIII) Meeting Schedule

The next regular meeting will be a special meeting on Thursday, March 2, 2017 at 5:45PM, in the San Jose City Hall Wing Rooms 118-120. The regular meeting scheduled on Thursday, March 9, 2017 will be cancelled.

(IX) Adjournment

Chair Graves adjourned the meeting at 9:36pm.



Memorandum

TO: HOUSING AND COMMUNITY
DEVELOPMENT COMMISSION

FROM: Dave Bopf

SUBJECT: SEE BELOW

DATE: February 23, 2017

Approved

Date

**SUBJECT: GRANT AGREEMENT WITH THE HEALTH TRUST AS FISCAL AGENT
FOR DESTINATION: HOME FOR HOMELESSNESS PREVENTION AND
EMPLOYMENT INITIATIVES**

RECOMMENDATION

The Housing and Community Development Commission recommend that the City Council approve a Grant Agreement between the City of San José and The Health Trust as fiscal agent of Destination: Home in the amount of \$1,050,000 to provide funding to support homeless prevention and employment engagement initiatives for homeless individuals and families

OUTCOME

The City Council's approval of this Grant Agreement will provide resources to Destination: Home to create critical employment and prevention initiatives in support of Council-endorsed Community Plan to End Homelessness in Santa Clara County. Additionally, if approved, the funding will serve approximately 300 households with homeless prevention (100) and employment (200) programming.

BACKGROUND

Homelessness, as well as the lack of available housing for Extremely Low Income populations, continue to be pressing issues for the City of San José and Santa Clara County as a whole. According to the U.S. Department of Housing and Urban Development's 2016 Annual Homeless Assessment Report, among the 48 Major City Continuums of Care, Santa Clara County has:

- The third highest rate of unsheltered homelessness;

- The third largest number of chronically homeless persons;
- The fifth largest number of unaccompanied homeless youth; and
- The fifth largest number of homeless veterans;
- The seventh largest number of homeless persons on any given night.

In response to this crisis and with Destination: Home serving as the coordinating partner, leaders from the City, the County, and a diverse group of community organizations, created the Community Plan to End Homelessness in Santa Clara County (Community Plan). In February 2015, the City Council adopted a resolution to endorse the Community Plan, making San José the first City in the County to formally extend its support for this critical effort. The Community Plan exists to create a community-wide roadmap to ending homelessness over the course of five years (2015 – 2020). It is intended to guide government, non-profit organizations, and other community members as they make decisions about funding, priorities, and needs.

ANALYSIS

The intent of the Community Plan is to ultimately create a community in which all residents have access to appropriate and affordable housing and the support they need to retain it. To advance this goal, the Housing Department has historically supported a range of approaches, including emergency shelter, rapid re-housing, and permanent supportive housing. To complete this spectrum of services, employment and prevention strategies are critical components needed to stabilize at-risk households and prevent them from becoming homeless in the first place. As such, staff is recommending funding for two new Destination: Home initiatives:

Family Homelessness Prevention (\$750,000)

While there have been gains in Santa Clara County in creating a system of care for chronically homeless persons, the community is lacking the same type of coordinated crisis response system for homeless families. The need to coordinate resources and a system for non-chronically homeless families was also underscored in Destination: Home's report, *Home Not Found: The Cost of Homelessness in Silicon Valley*. This report found that about half of the homeless population experienced short term homelessness. 32% were homeless from two to six months, while 20% were homeless for only one month. Homeless families that are experiencing homelessness need interventions that will prevent them from becoming homeless and exit them quickly from the homeless system.

In partnership with government agencies and homeless service providers, Destination: Home piloted a program focused on developing a system to serve chronically homeless men and women. That program began as a proof of concept and is now the County's system of care for chronically homeless people. Similar to that effort, Destination: Home will now facilitate a 27-month pilot program with the goal of implementing a countywide homelessness prevention system and preventing all instances of family homelessness.

Currently, families at risk of homelessness are served through the County of Santa Clara's CALWORKS program and/or through the Emergency Assistance Network. The goal of this new effort is to expand families' ability to become quickly connected to prevention services throughout the community, streamline and standardize service delivery, and measure the collective impact of homelessness prevention. To that end, Destination: Home has already raised over \$2,500,000 funding available to local nonprofit(s) that demonstrate a capacity to implement a Homelessness Prevention System for families at risk of homelessness. Through this work, Destination: Home will incubate the development and implementation of a countywide prevention model and system of care that is focused on outcomes and best practices in preventing family homelessness.

If approved, \$750,000 of funding from the City would provide homeless preventions support to approximately 100 families. This program will be evaluated by an external agency with benchmarks and outcomes mutually agreed upon at commencement of project. All progress will be tracked in the Homeless Management Information System.

Employment Strategy (\$300,000)

In April of 2014, the City of San José provided funding to Destination: Home to develop an employment strategy for homeless persons in the region. The employment strategy focused on research and analysis to develop a plan for which homeless persons would gain access to employment services, development, training, and job placements. Research and analysis included defining and clarifying the target populations and sub-populations, as well as the employment needs of these populations and sub-populations. Extensive research was also performed regarding the best practices and effective program models in employment services for homeless populations and sub-segments of the population. Additionally, work included an assessment and outline of the employment-focused public and private non-profit service providers, and identification and exploration of service gaps and potential partnerships.

To continue advancement of the Community Plan to End Homelessness, Destination: Home will create a homelessness employment engagement system targeting homeless men and women in rapid rehousing programs, including homeless Veterans. Building from the initial research and analysis, Destination: Home will hire a Director of Employment Strategies to:

- Partner with the City, County, and service providers to develop a framework to support the employment goals of the Community Plan to End Homelessness;
- Design, implement, and measure employment strategies;
- Develop a communications plan designing strategies, impact, and outcomes of the employment strategy;
- Convene key stakeholder briefings to communicate strategies and incorporate feedback;
- Develop a process for data for measurement, tracking and outcomes incorporating community performance system outcomes;
- Scale funding and resources to accomplish employment strategies;
- Motivate and recruit employers to create an accessible pipeline of private sector jobs;

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Subject: Homelessness Prevention and Employment Initiatives

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- Create partnerships in ending homelessness from corporations, major employers, and small businesses through employment;
- Raise or leverage funding for strategy implementation;
- Coordinate efforts and develop a coordinated employment system with outcomes across multiple stakeholder groups;
- Design, facilitate, and implement a cross-sector collective impact strategy;
- Use data to develop, test, implement and scale changes that will lead to increases in employment placement rates, increases in client self-sufficiency, and community economic benefit;
- Create targeted presentation materials to address various stakeholder groups; and
- Create a pipeline of employers willing to accept homeless direct referrals into placement.

If approved, funding from the City would support the salary and benefits of the Director of Employment Strategies over a two-year period and general operating support for Destination: Home throughout the program's implementation. The goal of the initiative will be to secure permanent, full-time job placements for at least 200 homeless individuals by June 30, 2019.

The Department will provide progress updates on these initiatives through the Annual Homeless Report that is scheduled to be heard before the City's Neighborhood Services and Education Committee on June 8, 2017 and the Community and Economic Development Committee on June 26, 2017.

/s/

Dave Bopf
Acting Assistant Director
Housing Department

For questions regarding this memorandum, please contact Ray Bramson, Division Manager, at (408) 535-8234 or ray.bramson@sanjoseca.gov.



Memorandum

TO: HOUSING & COMMUNITY
DEVELOPMENT COMMISSION

FROM: Jacky Morales-Ferrand

SUBJECT: City Ellis Act Ordinance

DATE: February 23, 2017

Approved

Date

RECOMMENDATION

Provide recommendations to staff regarding potential changes to be considered for the final draft of the City Ellis Act Ordinance.

BACKGROUND

On May 10, 2016 the City Council directed staff to develop a local Ellis Act Ordinance to address the removal of rent-stabilized properties from the rental market. The Council gave this direction as part of the overall policy direction related to strengthening the Apartment Rent Ordinance.

The State Ellis Act (California Government Code sections 7060-7060.7) provides owners of rent stabilized properties the right to permanently remove those buildings from the residential market in order to change the use of the property. State law authorizes cities with rent stabilization ordinances to adopt an ordinance importing the state Ellis Act requirements, which regulate the process and timeline afforded for the removal of such buildings from the rental market. Through the creation of a local ordinance, the jurisdiction is authorized to add certain tenant protections such as relocation benefits to the local program.

In 2016 the property owner of the Reserve Apartments began the process to withdraw the property from the rental market for the purpose of demolishing the existing structures and redeveloping the property as a more dense, new apartment complex. Without a local Ellis Act ordinance, the developer was still required to comply with the State's Ellis Act noticing process, but did not have to provide relocation benefits, or apply the Apartment Rent Ordinance to the new rental housing constructed on site. Some relocation benefits were negotiated as part of the land use approval process and provided to some tenants. The relocation benefits proposed in the Ellis Act ordinance are responsive to the experience of the Reserve Apartment owners and tenants.

Based on the current housing market and age of San José's rent stabilized housing stock, redevelopment of existing structures is becoming more likely. Throughout 2016 staff experienced an increase in inquiries from property owners about the development requirements

of ARO properties. Redevelopment of these sites is expected to happen more frequently as San José continues to add housing supply, particularly in urban village areas.

General Overview of the Ellis Act Ordinance

The proposed City Ellis Act Ordinance creates a standard process for issuing notices, providing relocation benefit amounts, and creates stability for new units when re-rented.

The proposed City Ellis Act Ordinance does not prevent a property from being removed from the residential rental market. It will regulate removal of the rent stabilized buildings, including requiring relocation benefits and subjecting buildings that are removed are subject to re-control for five years, and providing tenants a right of return if the buildings are returned to the rental market within ten years. In California, all seven (7) cities with active rent stabilization programs have local ordinances implementing the Ellis Act (Ellis Act Ordinances). All other cities with an ordinance implementing the Ellis Act also have a Just/Good Cause for eviction to ensure that tenants are not evicted without cause as a way to avoid paying relocation benefits to qualified tenants.

The proposed Ellis Act Ordinance is intended to provide tenants with those protections authorized under the state law, to facilitate the retention of rent stabilized housing and to support the City's Apartment Rent Ordinance. This proposed local ordinance does not supersede state law. Without a local Ellis Act Ordinance, property owners would still need to comply with the noticing process set forth in state law, but tenants could be displaced without being afforded relocation benefits, and removed units would not be subject to re-control if returned to the market in the first five years. Absent such an ordinance, the City could experience an additional loss of rent stabilized housing stock as developers demolish rent stabilized buildings and build new unrestricted rental units.

ANALYSIS

Staff has developed a Proposed City Ellis Act Ordinance ("Proposed Ordinance"). This is included with this document as **Attachment A**. In developing the Proposed Ordinance, staff considered four sources of information: stakeholder input from tenants and landlords of varying size properties, public input, research from other cities implementing local Ellis Act ordinances, and legal analysis. Key components of the Proposed Ordinance and the rationale for including the component in the document, are provided below.

1. Notice of Intent to Withdraw - Section 17.23.940 and Section 17.23.960

Owners are required to give tenants advance notice of the owner's Intent to withdraw the apartments from the market. This section addresses the noticing requirements that tenants are required to receive.

Proposed Provisions

Population	Amount of Notice	Requirement
All Tenant Households	120 days	Mandatory Minimum
Senior Citizens (62+) living in apartment for more than 12 months	One Year	If requested by Tenant
Disabled Individuals living in apartment for more than 12 months	One Year	If requested by Tenant
Families with enrolled school aged children living in apartment for more than 12 months	120 days, or 60 days beyond the end of the current school year, whichever is greater	If requested by Tenant

Rationale

1. The State Ellis Act provides that all tenants can be afforded 120 days (approximately four months) to relocate once they receive a Notice of Intent to Withdraw from the rental market.
2. The average vacancy rate in San José over the last two years has been 4.7%, with some periods dipping as low as 3.3%. This indicates increased competition among tenants to find rental housing. The need for a household to find a similar apartment, or one with comparable amenities, proximity to work and school, or accessibility accommodations further limits the housing options available to them.
3. To account for the difficulties of seniors, disabled individuals, and tenants who may have lower incomes and higher barriers to finding appropriate housing, the State law allows local jurisdictions to require that those households receive up to a year to relocate if they request additional time. Additionally, the Proposed Ordinance provides families with minor children that are enrolled in school up to 60 days after the end of the school year to relocate to reduce disruptions in schooling and provide additional time for the family to find housing within the district where the child is enrolled.

2. Relocation Assistance - Section 17.23.950

This section sets forth the proposed relocation benefit provisions for tenants being displaced when rental units are being removed from the market per the Ellis Act. These relocation benefits were developed by researching average costs for security deposits and moving expenses. They are proposed to be adjusted annually by the Consumer Price Index – Rent for all urban consumers for the San Francisco-Oakland-San Jose area.

Proposed Provision

San José - Proposed Benefit Levels				
Benefit Type	Studio	1BR	2BR	3BR
3 Months Rent*	\$ 5,550	\$ 6,825	\$ 8,478	\$ 10,239
New Security Deposit	\$ 500	\$ 500	\$ 600	\$ 700
Moving Expenses	\$ 1,200	\$ 1,400	\$ 1,700	\$ 2,000
Application fees (approx. five applications)	\$ 250	\$ 250	\$ 250	\$ 250
Total Base Relocation	\$ 7,500	\$ 8,975	\$ 11,028	\$ 13,189
<i>*Average Monthly Rent - 2016 Q3, RealAnswers</i>	<i>\$ 1,850</i>	<i>\$ 2,275</i>	<i>\$ 2,826</i>	<i>\$ 3,413</i>
Qualified Assistance Levels				
<i>Base Assistance + 40%</i>	<i>\$ 10,500</i>	<i>\$ 12,565</i>	<i>\$ 15,439</i>	<i>\$ 18,465</i>

1. All relocation benefits will be provided to the household, not to the individual tenants. The base assistance benefit level in the Proposed Ordinance will be provided to all tenant households impacted by the Ellis Act.
2. Relocation benefits must be made available in two payments:
 - i. First payment: Base Assistance payment available through an escrow account on the day the Notice of Intent to Withdraw is given to the Tenant Household
 - ii. Qualified assistance amount (if applicable): on the first business day after the Tenant gives 30 day notice to vacate, or the last day that the tenant has paid rent, whichever is earlier.
3. Tenants would also receive relocation specialist services. Services to include: meeting with tenants on-site, verifying relocation benefit qualifications for tenant households, assistance with housing search and creating a relocation plan.
4. The Proposed Ordinance's relocation benefit amounts are proposed to be adjusted by the Consumer Price Index – Rent for the San Francisco-Oakland-San Jose area.

Rationale

1. The most significant costs associated with moving include: the cost of paying new deposits, the cost to pack and move belongings, security deposit, and possibly higher monthly rent. Other cities provide relocation benefits that capture these three main expenditures. A matrix of relocation benefits provided by other cities is provided in **Attachment B**.
2. In most cities at least a base level of relocation benefits are provided to all residents impacted by an Ellis Act eviction. All local Ellis Act Ordinances provide a second tier of benefits. In most cities the elevated tier provides additional benefits to households that earn less than 80% of the Area Median Income (AMI), include a

senior citizen aged 62 or older, or are disabled. A matrix of Santa Clara County Income and Rent Limits based on 2016 HCD Hold Harmless Limits is provided in **Attachment C**. Some cities include families with a dependent minor child. Only Los Angeles structures their tiered benefits by the term of tenancy.

3. Per input provided by stakeholder groups, the costs deemed to be appropriate to include in a relocation benefit package comprise at least two months' rent and/or the difference in rent for a period of time, new deposit costs, and the costs of packing and moving.
4. Households in San José are comprised of families that are making financial decisions together, as well as individuals living in shared housing. The relocation benefits package provided to tenants at the Reserve Apartments were limited to households earning less than 80% of AMI. This disqualified many tenants from receiving any relocation benefits even though their household was made of individuals living together as roommates, not as family members, and individuals in the households earned less than 80% of the AMI.

According to the 2010 Housing Element, approximately 21,000 rental household experience overcrowding, and approximately 56,000 households are rent burdened, which may be an indication that non-family members are living together to afford their rental housing.

5. Approximately 75% of the total relocation benefit is the cost for three months of market-rate rent. The CPI-Rent Index is the most appropriate index because it will capture the increases and decreases in asking rents.

3. *Relocation Benefits in Vacant Units – Section 17.23.955*

This section addresses the applicability of relocation benefits to residents who were given termination of tenancy notices within 12 months prior to the Owners issuing Notices of Intent to Withdraw.

Proposed Provisions

1. If a household's tenancy is terminated without cause within 12 months prior to the Property Owner issuing Notices of Intent to Withdraw, the household will be entitled to receive relocation benefits as if they were still a resident in the apartment.
2. If the household cannot be located, the Owner will be required to pay the maximum relocation benefits to the City. This payment will be collected when the first land use approval is sought for the withdrawing property.

Rationale

1. This provision only applies to situations where no-cause notices are given to tenants. This provision does not apply to voluntary vacancies or legal evictions for cause.
2. Without a Just/Good Cause for Eviction Ordinance, a Property Owner maintains their right under the noticing provision of the Apartment Rent Ordinance to terminate tenancies with a no-cause 60 or 90-day notice.
3. Without this provision a Property Owner could use the no-cause notice to avoid paying relocation benefits to a household.
4. If payment is made to the City, the City can through its own efforts, work to provide compensation to the household. This ensures that due diligence has been done on behalf of the tenant.

4. Tenant Right to Return – Section 17.23.970

This section covers the tenants right to return to existing units or newly constructed units on a property where the original rent stabilized units were removed from the market through the Ellis Act process (“Ellised and the owner’s obligations to notify the tenants of this right.

Proposed Provisions

1. If a building with rent stabilized units that has been Ellised but returns to the rental market within five years, the tenant household that received a Notice of Intent to Withdraw will have the first right of refusal to rent the same unit.
2. If a property that has been removed from the rental market using the Ellis Act returns to the rental market within ten years, the Owner must notify the City at least 120 days before bringing the unit back onto the market and the first right of refusal must be offered to tenant households that were displaced by the Ellis Act removal.
3. Notification from a tenant to a landlord accepting the unit must happen within 30 days of receiving the notice of right of first refusal.
4. The City may request that the Property Owner offer the renewed tenancy to the former tenant.

Rationale

1. The tenant’s right to return is provided for in the State Ellis Act.
2. Providing the right of first refusal allows Tenants the option of moving back into their unit, if they choose. No relocation benefits are provided to move the tenant back in to the apartment.

5. Reporting – Section 17.23.975

This section covers the Owner’s obligations to provide reports to the City.

Proposed Provisions

The Property Owner must submit the following reports to the City of San José Department of Housing at various times throughout the Ellis Act process.

Report	Timeline	Content	Ordinance
Tenant Displacement Period			
Summary Report of Tenant Information	Within 30 Days of Providing Tenant Household Notice of Intent to Withdraw	Tenant demographics, benefit levels	17.23.940
Monthly Activity Report	After Tenants receive Notice of Intent to Withdraw until units are withdrawn	Move-out activity	17.23.975
Return to the Market			
Return to the Market	120 days prior to the property being re-rented	Notice of intention to bring property back onto market	17.23.975
Monthly Activity Report	Monthly, after the 120-day Return to Market Notice is given to the City until units come back on market	Contact of former tenants, leasing activity, rent levels	17.23.975

Rationale

1. These reports are necessary to ensure compliance with the Proposed Ordinance.

6. *Re-Control – Section 17.23.980*

This section covers the requirements for apartments being returned to the Market within 5 years after being withdrawn through the Ellis Act and for new units built on the property after demolition and offered for rental within five years of the withdrawal.

Proposed Provisions

1. If a building is Ellised and then returned to the rental market within five (5) years, the new rent must be set at the previous rent level at the time of the withdraw escalated by the annual allowable increase.
2. If a building is Ellised and demolished and new units are built on the same property and offered for rent within five (5) years, all new units on the property will be subject to the ARO.

Rationale

1. The State Ellis Act allows for the re-control of apartments for five years after an Ellis Act withdrawal has been completed. This is a common provision of other cities operating an Ellis Act ordinance.
2. Maintaining the stock of apartments with regulated annual increases is in keeping with the public purpose of the Apartment Rent Ordinance which is the "prevention of excessive and unreasonable rent increases, the alleviation of undue hardship upon individual tenants..."

PUBLIC OUTREACH

Staff met with a wide range of stakeholders while developing the proposed Ellis Act Ordinance. With the assistance of the California Apartment Association and the Rental Rights Coalition the Department met with property owners and managers of small properties, large properties, and a variety of tenants and tenant advocates on multiple occasions. For the first round of public meetings, the Department hosted three public meetings on the proposed ordinance. Staff was invited to attend four additional meetings hosted by stakeholders. For the second round of public meetings, the Department hosted four public meetings on the draft Ellis Act Ordinance.

PROPOSED CHANGES TO RELOCATION BENEFITS

Through stakeholder engagement the Department is proposing to make the following changes to the draft Ellis Act when the ordinance is reviewed by the City Council.

1. Voluntary option to offer tenant a similar apartment
Searching for a new apartment can place significant burden on tenants. During the public outreach process, both major stakeholder groups asked for a relocation benefit alternative to be created for property owners who may be willing to relocate impacted tenants to vacant apartments at other properties that they own. Property owners asked for this alternative in lieu of paying relocation benefits. Tenants asked that this alternative be considered if the rent would remain the same.

The proposed alternative is to allow a lower relocation benefit for those instances when a property owner has voluntarily offered a similar apartment at the same rent as the tenant is currently paying. The lower relocation amount would be intended to cover the costs of moving expenses and minor incidentals associated with moving. The tenant household would have the option to accept the apartment, or accept the full relocation benefit that they are entitled to and continue their housing search. A property owner would always have the option to offer a vacant unit at the same rent to the new tenant or to pay the full relocation benefits. A tenant household will always have the option to choose the relocation option that best meets their needs.

2. Refund of security deposit, with interest

The Proposed Ordinance requires the return of an impacted tenant's security deposit, less any unpaid rent and other charges owed to the property owner. Security deposits, which are required by state law to be retained by the owner throughout the tenancy, typically accrue interest. Some cities in California require that when any portion of the security deposit is being returned to the tenant, it include interest on the deposit. This requirement would apply only if such a provision is added to the Apartment Rent Ordinance.

The City Council will determine whether to require security deposits to be returned with interest when they consider the fully modified Apartment Rent Ordinance in late Spring.

The prior version of the Proposed Ordinance was released on January 18, 2017 and available for a 45-day public comment period, with written comments due to City staff by March 3, 2017. The public comment file can be found at: <http://www.sanjoseca.gov/DocumentCenter/View/66105>.

A full list of public meetings is provided in **Attachment D**. The public comment file is **Attachment E**.

EVALUATION AND FOLLOW-UP

This Ordinance will be discussed at a San José City Council meeting in the Spring. The Housing & Community Development Commission's input and recommendations will be included in the final information provided for City Council consideration.

/s/
JACKY MORALES-FERRAND
Director, Department of Housing

For questions, please contact Rachel VanderVeen, Program Administrator, at (408) 535-8310.

Chapter 17.23 Part 9 ELLIS ACT ORDINANCE: RELOCATION, RIGHT TO RETURN, AND OTHER BENEFITS TO TENANTS OF CERTAIN DWELLING UNITS EXCLUDING MOBILEHOMES AND MOBILEHOME PARKS

- 17.23.900 Title.
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- 17.23.920 Definitions.
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PART 9. ELLIS ACT ORDINANCE

17.23.900 Title.

This Part shall be known as the "Ellis Act Ordinance."

17.23.910 Policy and purposes declaration.

A. Owners of residential rental property are entitled to certain rights under California Government Code sections 7060 – 7060.7 (the "Ellis Act"). The purposes of this Part 9 are to: (1) set forth the City's requirements for withdrawal of a building containing covered residential rental units from the residential rental market in accordance with the Ellis Act; and (2) mitigate any adverse impact on persons displaced by that withdrawal through the provision of relocation assistance. This Part 9 complements existing state regulation of the landlord-tenant relationship and is intended to provide tenants with the maximum protections under the Ellis Act and to support the City's Apartment Rent Ordinance. This Part 9 does not supersede any state law, or grant or deny any entitlement to the use of real property. The rights and obligations created by this Part 9 for owners of residential rental property and tenants are created pursuant to the City's general police powers to protect the health, welfare, and safety of its residents and are in addition to any rights and obligations under state and federal law and are being adopted pursuant to the provisions of the Ellis Act.

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B. The Ellis Act broadly regulates how property owners may remove any tenants from residential rental units in order for the property owner to withdraw all units in a building from the residential rental market. The sequence of events to remove a tenant, withdraw a building, and subsequent regulation of the property is summarized in the table below. The table below is provided for information purposes. The provisions of the Ellis Act and this Part shall govern.

Summary of State & Local Ellis Act Removal Provisions

#	Timeline	Activity or Event	Citations
1		Notice of Intent to Withdraw ("Withdrawal Notice") is provided to Tenants (if any) Base Assistance payment is deposited into escrow; Filing Fee is paid to City	Gov. §7060.5 SJMC §17.23.940 SJMC §17.23.950
2	Within 10 Days of delivery of Notice to Tenants	A copy of the Withdrawal Notice is delivered to the Director	Gov. §7060.4 SJMC §17.23.940
3	Within 30 Days of delivery of Notice to Tenants	An Information Summary is delivered to the City	Gov. §7060.4 SJMC §17.23.940
4	Within 10 Days of delivery of Notice to City	Owner must record summary memorandum encumbering the property for 10 years within ten (10) days and before sale or transfer to another party	Gov. §7060.3 - .4 SJMC §17.23.945
5	Within 60 Days of delivery of Notice to City	Owner deliver a conformed copy of the recorded summary memorandum to City	SJMC §17.23.945
6	120 Days from delivery of Notice to the City	Earliest* effective date of withdrawal of a building from the residential rental market ("Withdrawal"); or Earliest date to provide tenant 3-day notice to quit.	Gov. §7060.4 SJMC §17.23.960
7	1 Year from delivery of Notice to the City	Earliest effective date of Withdrawal if Tenant Household includes an elderly or disabled person.	Gov. §7060.4 SJMC §17.23.960
8	Within 2 Years of Withdrawal	Owner must notify City and former Tenants of intent to return unit to residential rental market; and Tenant displaced by Withdrawal has right to return to the unit under the original lease terms**	Gov. §7060.2 SJMC §17.23.970
9	Within 5 Years of Withdrawal	Owner must notify City of intent to return unit to residential rental market; Tenant displaced by Withdrawal has right to return to the unit; Rent Stabilized Unit returned to market after Withdrawal remains subject to City Apartment Rent Ordinance; and Any newly constructed unit on site of Rent Stabilized Unit that is placed in residential rental market is subject to Apartment Rent Ordinance	Gov. §7060.2 SJMC §17.23.970

10	Within 10 Years of Withdrawal	Owner must notify City of intent to return unit to residential rental market; and Tenant displaced by Withdrawal of unit has right to return to the unit	Gov. §7060.2 SJMC §17.23.970
<p>*Earliest effective Withdrawal date for certain tenant households with minors in school may be extended to sixty days after the conclusion of the scholastic year. (SJMC §17.23.960.)</p> <p>**The right to return to a unit under the original lease terms applies to all tenancies created after December 31, 2002; different rules apply for tenancies commenced prior to that date. (Gov. §7060.2(e).)</p>			

17.23.920 Definitions.

In addition to the definitions provided in Title 17, Chapter 23, Part 2, for purposes of this Part 9 the following terms are defined as follows:

- A. “Base Assistance” means that portion of the Relocation Assistance provided to all Tenant Households to mitigate any adverse impact on persons displaced from a Covered Unit due to the withdrawal of a building containing the Covered Unit from the residential rental market.
- B. “Catastrophically Ill” means having a severe illness requiring prolonged hospitalization or recovery as certified by a physician.
- C. “Covered Unit” means all of the following:
 - 1. Rent Stabilized Units, as defined in Section 17.23.930(G).
 - 2. All residential rental dwelling units in a building that contains a residential rental dwelling unit that would be a Rent Stabilized Unit but is temporarily exempt under Section 17.23.150(C) because the unit is owned or operated by any government agency or the rents for the unit are subsidized by any government agency.
- D. “Director” means the Director of the Department of Housing or the Director’s designee.
- E. “Notice of Intent to Withdraw” means a City approved form giving notice of an Owner’s intent to withdraw a building containing at least one Covered Unit from the residential rental market in accordance with Government Code sections 7060 – 7060.7.
- F. “Owner” means the fee owner of property that includes a building that contains at least one Covered Unit, and includes any successor in interest.
- G. “Qualified Assistance” means that portion of the Relocation Assistance provided to mitigate the adverse impact on Tenant Households that are low income, or contain minor children, elderly persons, terminally or catastrophically ill persons and/or disabled persons displaced due to the withdrawal of a building containing the Covered Unit from the residential rental market.

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H. "Relocation Assistance" means the total payments of financial assistance from an Owner to a qualified Tenant Household in accordance with Section 17.23.950.

I. "Rent Stabilized Units" means the units subject to the City's Apartment Rent Ordinance provided in Title 17, Chapter 23, which includes rooms or accommodations occupied for thirty (30) days or more in a Guesthouse and units in any Multiple Dwelling building for which a certificate of occupancy was received on or prior to September 7, 1979, as those terms are defined in Sections 20.200.340, 20.200.470, and 20.200.480 of the San José Municipal Code.

J. "Right to Return" means the obligation of the Owner(s) of a building containing a Covered Unit to honor a request by certain Tenants to receive an offer to return to and rent a Covered Unit when an Owner returns the Covered Unit to the residential rental market, or, if the Covered Unit has been demolished, the right to rent a replacement Covered Unit, under certain circumstances and terms described in Section 17.23.970. The Right to Return shall serve as a right of first refusal which must be complied with and specifically described in the Memorandum required under Section 17.23.945.

K. "Tenant" means a residential tenant, subtenant, lessee, sublessee, occupant, or any other person entitled by written or oral lease, or by sufferance, to use or occupy a Covered Unit.

L. "Tenant Household" means one or more Tenant(s) who occupy any individual Covered Unit, including each dependent of any Tenant whose primary residence is the Covered Unit.

M. "Terminally Ill" means certified by a physician as having a terminal illness.

17.23.930 General.

A. Fees. The City shall establish fees for City-incurred costs which shall be paid by any owner who exercises the privilege to withdraw Covered Units from rent or lease. The City shall set the fee so as to recover all costs of administering this Part. The fees shall be paid to the City prior to the service of the Notice of Intent to Withdraw on any Tenant. Failure to pay the fees prior to service of the Notice of Intent to Withdraw shall invalidate such notice.

B. Obligations to Limited English Speaking Tenants. The Owner shall determine whether a member of the Tenant Household of each Covered Unit can speak or read English and shall seek appropriate assistance in communicating the importance of the contents of the notice to any Tenant Household whose members cannot speak or read English.

C. Copies of Forms. Owner shall make copies of notices and forms available if a Tenant indicates the items have been misplaced or lost or are otherwise needed.

D. New Tenants During the Withdrawal Process. If the Owner desires to rent a Covered Unit to a new occupant after delivery of the Notice of Intent to Withdraw, the Owner shall comply with this Section 17.23.930(D). Owner shall first comply with all requirements of this Part 9, including but not limited to the delivery of notices to the City and Tenants, and the provision of Relocation Assistance in accordance with Section 17.23.950 with respect to the unit to be rented. Prior to such rental, Owner shall also provide a Notice of Pending Withdrawal on a

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City approved form to any new potential occupant of the Covered Unit for acknowledgement. If the Owner complies with this Section 17.23.930(D), the new occupant shall not be entitled to Relocation Assistance or other benefits under this Part. If the Owner fails to comply, the new occupant of the Covered Unit shall be entitled to Relocation Assistance under this Part.

E. City Approved Forms. Director may adopt such forms as are necessary or convenient for the administration of this Part 9, subject to review and approval of the City Attorney.

F. Every Owner must provide to each Tenant of a Covered Unit a notice of Tenant rights to extend the tenancy on a form specified by the City, which may include contact information for the City and Relocation Specialist and shall include the following statement:

"In accordance with the State's Ellis Act, the City of San José requires landlords to allow certain tenants to extend their tenancy beyond the minimum 120 day notice period when a landlord intends to withdraw the dwelling unit from the residential rental market. The elderly, disabled, and households with a child enrolled in kindergarten through 12th grade may be eligible for extended tenancies if requested."

17.23.940 Notices of Intent to Withdraw.

A. Service on Tenants; Filing Fee. No less than one hundred twenty (120) days prior to the date upon which the building is intended to be withdrawn from the rental market, the Owner shall pay to the City the filing fee set pursuant to Section 17.23.930 and personally serve or deliver by first class mail the Notice of Intent to Withdraw to each Tenant. Failure to pay the filing fee shall invalidate the Notice of Intent to Withdraw.

B. Service on City. Any Owner seeking to withdraw a building from the residential rental market that contains at least one Covered Unit must deliver to the Director a copy of each Notice of Intent to Withdraw within ten (10) days of service on the Tenants and also submit within thirty (30) days of service, a completed Information Summary pursuant to Section 17.23.940(D) below.

C. Contents. The Notice of Intent to Withdraw shall identify the fee owner of the property; identify the buildings on the property that are being withdrawn; list the date upon which the buildings are intended to be withdrawn; list the amount of Base Assistance available for each unit size; list the adult Tenants who will receive the joint Relocation Assistance payment, provide contact information for the Owner, City and the Relocation Specialist. It shall describe the rights of return and the re-control of rents that may apply under this Part 9 and the Tenant's rights to regain possession of the premises and to damages as set forth in Sections 17.23.970-990, and such other information reasonably necessary for the City's administration of this Part 9. The Notice of Intent to Withdraw shall be accompanied by Tenant Qualification Forms, postage prepaid, addressed to the Owner/Relocation Specialist and the Director which form will allow the Tenant Household to qualify for a Qualified Assistance or an option to extend tenancy pursuant to Section 17.23.960, and to correct erroneous information on the Notice of Withdraw.

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D. Information Summary Contents. A summary on a form approved by the City ("Information Summary") shall be submitted to the Director along with copies of any Notices to Vacate delivered to or served on the last Tenant in a vacant Covered Unit and any 30 day notices under Civil Code section 1946.1 received from the last Tenant in a vacant Covered Unit. The Information Summary shall include the following information:

1. The total number of Covered Units and the number of bedrooms in each;
2. Whether any Covered Unit is presently vacant, and for any vacant unit, whether it was occupied by one or more Tenants within the preceding twelve months;
3. The amount of security deposit held for each Covered Unit and monthly amount of rent charged or if a Covered unit is vacant, the amount of the last monthly rent charged; these statements shall be made under penalty of perjury;
4. The complete name of each Tenant in the Covered Unit(s) to which the Notice of Intent to Withdraw applies and for any vacant Covered Unit, the complete names of the last Tenant(s);
5. The primary language of the Tenant Household of a Covered Unit;
6. Current and future contact information for each Tenant and for the last Tenant of any vacant Covered Unit;
7. Such other information reasonably requested by the City.

E. Correction. Any Tenant that receives a Notice of Intent to Withdraw may correct or supplement any of the information on the Notice of Intent to Withdraw or Information Summary via written notice delivered to the Director and Owner within thirty (30) days.

17.23.945 Recording of Memorandum.

The Owner shall record a memorandum on a City approved form in the Official Records of Santa Clara County encumbering the property where the Covered Unit is located upon the earlier of: ten (10) days of delivery to the City of the Notice of Intent to Withdraw, or at least one day prior to sale or transfer of any property on which a building containing a Covered Unit to be withdrawn from the residential rental market is located. The memorandum must be executed by the fee owners of the property. The memorandum shall summarize the obligations of the Owner and any successor in interest to the Owner related to the property including the Tenant Right to Return and the Re-Control requirement under this Part 9 and the City's Apartment Rent Ordinance for certain units returned to the residential rental market in accordance with Section 17.23.980. The summary memorandum must encumber the property for ten (10) years from the effective date of withdrawal of the building containing the Covered Unit from the residential rental market. The Owner shall deliver to the Director a conformed copy of the recorded memorandum within sixty (60) days of delivery to the City of the Notice of Intent to Withdraw.

17.23.950 Relocation Assistance.

A. Relocation Assistance Benefits. When an Owner withdraws a building containing a Covered Unit from the residential rental market and in connection with the withdrawal causes one or more tenancies to be terminated, the Owner must provide, and each Tenant Household residing in a Covered Unit is entitled to receive from the Owner, notice of and access to an application for all vacant residential rental unit(s) owned by the Owner and located within the City of San José, as well as the following:

1. The Owner must pay and the Tenant Household must receive Relocation Assistance. The Base Assistance required pursuant to Section 17.23.950(C) must be deposited into escrow at the time of delivery of the Notice of Intent to Withdraw to the Tenants. Any Qualified Assistance due pursuant to Section 17.23.950(C) (2)(a)-(d), must be deposited into escrow as soon as the completed Tenant Qualification Form has been verified by the Relocation Specialist and approved by the Director. The Owner is neither responsible for nor liable to divide the Relocation Assistance among the Tenant(s) that comprise a Tenant Household entitled to Relocation Assistance.
2. Relocation Specialist Services as described in Section 17.23.950(D).
3. Refund of Security Deposit. Owner must refund to Tenant any security deposit paid by the Tenant. The Owner may withhold any properly itemized deductions from the security deposit under Civil Code section 1950.5.

B. Escrow Account. The Owner must deposit the Relocation Assistance into an escrow account with a San José bank or commercial escrow company and provide for disbursement to the Tenants consistent with this Part. The Tenant Household may obtain the Base Assistance from escrow immediately. The Tenant Household may obtain the Qualified Assistance from escrow on or before the earlier of: the first business day after the Tenant gives a 30 day notice to the Owner under Civil Code section 1946.1 or the last day of tenancy for which the Owner has received rent.

C. The amount of Relocation Assistance per Covered Unit shall be set by the City Council via resolution and may be based on the number of bedrooms per Covered Unit or such other metric as provided in the Resolution. The amount of Relocation Assistance per Covered Unit may thereafter be amended by resolution, and shall be comprised of the following components.

1. Base Assistance for all Tenant Households.
2. Qualified Assistance for Tenant Households that qualify under one or more of the following categories:
 - (a) Tenant Households that are lower income households, as defined in Health and Safety Code Section 50079.5 and annually listed, as adjusted for household size, by the regulations of the State Housing and Community Development Department for the County of Santa Clara.

- (b) Tenant Households when at least one Tenant is sixty-two years old or older.
 - (c) Tenant Households when at least one Tenant is a person with a disability, as defined in Government Code Section 12955.3 or is terminally or catastrophically ill as evidenced by a physician's determination.
 - (d) Tenant Households when at least one Tenant has a custodial or family relationship with an individual residing in the Covered Unit who is under the age of eighteen and is enrolled in school in any grade between and including kindergarten through twelfth grade.
3. Special Assistance, in lieu of Base Assistance and Qualified Assistance, for Tenant Households who accept an offer of an alternate Rent Stabilized Unit pursuant to Section 17.23.951.

Each Tenant Household shall receive the Base Assistance payments and may receive one allocation of Qualified Assistance if the Tenant Household is eligible for a category of Qualified Assistance as described in Section 17.23.950(C)(2) (a)-(d). Any Tenant Household that is eligible for any of the Qualified Assistance categories identified above must complete a Tenant Qualification Form and provide a copy to the Owner and the City.

D. Annual Adjustment. The amounts set by the City Council via the Resolution shall be adjusted each year as provided in this Section 17.23.950(C) unless otherwise specified by the City Council in a subsequent resolution. The annual adjustment shall be an increase that is equal to the amounts for each component of the Relocation Assistance multiplied by the percentage increase (if any) in the Consumer Price Index – Rent for all urban consumers for the San Francisco-Oakland-San Jose area as published by the U.S. Department of Labor Statistics for the twelve (12) month period ending on the last day of February of each year, unless otherwise specified by the City Council. Amounts shall be rounded to the nearest whole dollar.

E. Relocation Specialist Services. When an Owner withdraws a building containing a Covered Unit from the residential rental market and in connection with the withdrawal causes one or more tenancies to be terminated, the Owner must, at its own expense, hire a relocation specialist with experience in providing relocation services to tenants in the San José area. The Owner must obtain the Director's approval of the relocation specialist and the relocation specialist's scope of work prior to the service of the Notice of Intent to Withdraw on any Tenant. The relocation specialist shall verify Tenant Qualification Forms. The relocation specialist shall provide services including meetings with Tenants on site; providing current information on local vacancies, and assisting each Tenant Household in crafting a relocation plan on a form approved by the City. The relocation specialist must provide services to disabled persons and persons with no or limited English proficiency and ensure relocation assistance, procedures and Tenant's rights are fully explained to those persons.

17.23.951 Voluntary Alternative Relocation.

1. New tenancy in alternate Rent Stabilized Unit under substantially similar terms.

- i. If the Owner is withdrawing a building containing a Rent Stabilized Unit as defined in Section 17.23.930(G) then the Owner, at its sole discretion, may offer to relocate the Tenant Household to another Rent Stabilized Unit owned by the Owner ("alternate Rent Stabilized Unit") prior to delivering the first Relocation Assistance payment into escrow, so long as the alternate Rent Stabilized Unit was voluntarily vacated in accordance with the Apartment Rent Ordinance. The terms of the rental agreement for the alternate Rent Stabilized Unit must be substantially similar to a continuance of the tenancy of the initial Rent Stabilized Unit in accordance with Civil Code section 1945, including but not limited to the same monthly Rent as would be due for the initial Rent Stabilized Unit.
- ii. The alternate Rent Stabilized Unit offered in accordance with this Section may be accepted by the Tenant Household at the Tenant Household's sole discretion. All Tenants on the existing rental agreement must agree in writing to the rental of the specific alternate Rent Stabilized Unit for the acceptance to be effective. If the written agreement is obtained prior to the Tenant Household's inspection of the alternate Rent Stabilized Unit, it must be contingent on the Tenant Household's inspection of the alternate Rent Stabilized Unit.
- iii. If the offer of the alternate Rent Stabilized Unit is not accepted or if it is revoked after inspection of the alternate Rent Stabilized Unit, the Tenant Household shall be entitled to receive all additional Relocation Assistance to which the Tenant Household is entitled pursuant this Part.
- iii. The offer by an Owner and acceptance by a Tenant Household pursuant to the terms herein to create a new tenancy in an alternate Rent Stabilized Unit under substantially similar terms as the tenancy in the initial Rent Stabilized Unit is an express waiver by the Owner of any right to vacancy decontrol of the alternate Rent Stabilized Unit as may be conferred state or local law and an express waiver by the Tenant Household to any additional Relocation Assistance payments under Section 17.23.950(C) beyond the Special Assistance payment. An offer by an Owner to relocate a Tenant Household to an alternate Rent Stabilized Unit and provide Special Assistance shall only fulfill the Owner's duty to provide Relocation Assistance under Section 17.23.950(C) if the Tenant Household accepts the offer and executes a new rental agreement with terms substantially similar to the terms of tenancy for the initial Rent Stabilized Unit.
- iv. If the Tenant Household accepts the offer and executes a new rental agreement with the Owner in accordance with this Section and the Owner provides the Special Assistance, then the Owner shall have no further Relocation assistance obligation regarding the initial Rent Stabilized Unit under Section 17.23.950 (C).

17.23.955 Withdrawal of a Building Containing a Vacant Covered Unit.

A. It is the express intent of this Section 17.23.955 to encourage Owners to provide Relocation Assistance to Tenants of Covered Units, including any Tenant(s) whose tenancies of a Covered Unit were terminated within twelve (12) months prior to the delivery of a Notice of Withdrawal and were terminated without cause as codified in Section 17.23.190(B). It is presumed that the Owner's termination of a tenancy without cause during the 12 month period is an action in bad faith intended to avoid the requirements of this Part, to the detriment of the affected Tenants and the health and welfare of the City. Payment of Relocation Assistance to the City is required when no member of an eligible Tenant Household can be located, in order to avoid adverse impacts on Tenants by: (1) discouraging Owners from prematurely displacing Tenant(s) in order to avoid paying Relocation Assistance and (2) encouraging Owners and Tenants to act in good faith when vacating a Covered Unit.

B. If the Covered Unit in a building to be withdrawn is vacant upon delivery to the City of the Notice of Intent to Withdraw and was occupied by a Tenant Household within twelve (12) months of delivery to the City of the Notice of Intent to Withdraw then the following applies:

1. If the last Tenant Household's tenancy was not terminated as a voluntary vacancy or a for cause termination in accordance with Section 17.23.190(B), then the Owner must pay, and those prior Tenant(s) shall be entitled to receive, all Relocation Assistance to which the Tenant Household would have been entitled in accordance with Section 17.23.950.
2. If those prior Tenant(s) cannot be located to receive Relocation Assistance payment, then the Owner must pay and the City shall be entitled to receive the maximum amount of Relocation Assistance authorized for the Covered Unit under Section 17.23.950, including Base Assistance and all Qualified Assistance. Payment to the City must be delivered to the City no later than the effective date of withdrawal of the building containing the Covered Unit from the residential rental market.

C. Notwithstanding Section 17.23.960, if the Covered Unit is vacant on the date of delivery to the City of the Notice of Intent to Withdraw and subject to the requirements of Section 17.23.955(B)(2) then for the purposes of Section 17.23.955(B)(2) the effective date of withdrawal of the building is the earliest issuance of a discretionary approval for the property by the City (e.g. upon issuance of a conditional use permit, approval of a condominium conversion, etc.).

17.23.960 Effective Date of Withdrawal; Extension of Tenancy.

A. If the Covered Unit is occupied on the date of delivery to the City of the Notice of Intent to Withdraw, then the tenancy may only be terminated for cause as defined in Section 19.23.190(B)(2) and the Owner may not withdraw the building containing the Covered Unit

from the market until 120 days from the date of delivery to the City in person or by first-class mail of the Notice of Intent to Withdraw.

B. Notwithstanding subsection (A) of Section 17.23.960, if at least one Tenant in a Covered Unit to which a Notice of Intent to Withdraw applies is either at least sixty-two years old, disabled (as defined in Government Code section 12955.3), terminally ill, or catastrophically ill and if that Tenant has lived in the Covered Unit for at least one year prior to the date of delivery to the City of the Notice of Intent to Withdraw, then the Owner must provide notice of and allow the Tenant to exercise an option to extend the tenancy for one year from the date of delivery to the City of the Notice of Intent to Withdraw.

2. To exercise the option to extend the tenancy for one year from the date of delivery to the City of the Notice of Intent to Withdraw, the qualifying Tenant must give written notice to the Owner of the extension of the tenancy within sixty (60) days of delivery to the City of the Notice of Intent to Withdraw.
3. If the Owner receives a notice of extension of the tenancy, then the Owner must provide notice of the extension of the tenancy to the Director in the monthly report pursuant to Section 17.23.975.

C. Notwithstanding subsection (A) of Section 17.23.960, if at least one Tenant in a Covered Unit to which a Notice of Intent to Withdraw applies has a custodial or family relationship with an individual residing in the Covered Unit who is under the age of eighteen and is enrolled in school in any grade between and including kindergarten through twelfth grade, and if that minor individual has lived in the Covered Unit for at least one year prior to the date of delivery to the City of the Notice of Intent to Withdraw, then the Owner must provide notice of and allow the Tenants to exercise an option to extend the tenancy through the current scholastic year, plus an additional sixty (60) days from the completion of the scholastic year.

1. To exercise the option to extend the tenancy through the scholastic year plus sixty (60) days, the Tenant must give written notice to the Owner of the extension of the tenancy within sixty (60) days of delivery to the City of the Notice of Intent to Withdraw.
2. If the Owner receives a notice of extension of the tenancy through the scholastic year plus sixty (60) days, then the Owner must provide notice of the extension of the tenancy to the Director in the monthly report pursuant to Section 17.23.975.

17.23.970 Right to Return.

A. Tenant(s) of Covered Units whose tenancies are terminated in connection with the withdrawal of a building containing the Covered Unit(s) from the residential rental market in accordance with this Part 9, are entitled to receive, and Owner(s) must deliver to the Tenant Household, on a form approved by the City notice of the Tenant(s) Right to Return to and rent the same unit at the rent determined pursuant to Section 17.23.980(A) if:

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1. The Tenant has provided the Owner a current mailing address and email address at which to receive a notice of the Right to Return; and
2. An Owner returns the Covered Unit to the residential rental market within five (5) years of the effective date of withdrawal of a building containing the Covered Unit from the residential rental market.

B. Owner(s) of a building containing a Covered Unit that was withdrawn from the residential rental market within the previous ten (10) years but after the five year period described in Section 17.23.970(A) must provide 120 days written notice to the City and Tenant of the intent of the Owner(s) to return the Covered Unit to the residential rental market.

C. Any Tenant(s) displaced from a Covered Unit in connection with the withdrawal of a building containing a Covered Unit from the residential rental market may request the Right to Return from the Owner(s) within thirty (30) days of receipt by the City of an Owner(s) written notice of intent to return the Covered Unit to the residential rental market. Following the notice required to be given to the City, the City may request that the Owner extend an offer to renew the tenancy to the Tenant. However, nothing in this section shall be construed to relieve the Owner of the obligation to directly contact the Tenant or former Tenant and to advise the Tenant that the withdrawn Covered Unit is again offered for rent or lease. Notice shall be on a form approved by the City.

D. The City may create a registry of Tenant contact information for use by Tenants and Owners to facilitate communication regarding a Right to Return, Relocation Assistance, and other topics. Each Owner shall use any information in the registry, in addition to information provided voluntarily by each Tenant, when complying with Right to Return obligations under Section 17.23.970(A) and Relocation Assistance under Section 17.23.955(C). The City may attempt to inform any Tenant(s) displaced due to the withdrawal of a building containing a Covered Unit upon receipt by the City of an Owner(s) written notice of intent to return the Covered Unit to the residential rental market.

17.23.975 Owner's Reporting Obligations.

A. Owner shall submit a monthly report to Director during period that commences with the City's receipt of the Notice of Intent to Withdraw and ends with the final termination of tenancy for all Covered Units and completion of Withdrawal under this Part. The report shall be on a City form and shall include information relating to the occupancy of units, any 30 day notices received, request for right to return, and any leasing activity with asking rents.

B. At least 120 days before the rental or leasing of any unit in a building being returned to the rental market, Owner shall submit a report to Director regarding compliance with Section 17.23.970 and Section 17.23.980 and status of Tenant notification of right to return, and list of Tenants not found/contacted.

17.23.980 Re-Control.

A. If a building containing a Rent Stabilized Unit is withdrawn from the residential rental market and is returned by an Owner to the residential rental market within five (5) years, then

DRAFT

that unit must be offered and rented or leased at the lawful rent in effect at the time the Notice of Intent to Withdraw was delivered to the City, plus any annual adjustments authorized by Title 17, Chapter 23 of this Code. This Section applies regardless of the occupancy status of each Rent Stabilized Unit when the building was withdrawn from the residential rental market and regardless of whether a displaced Tenant exercises a Right to Return.

B. If a Rent Stabilized Unit is demolished and new unit(s) are built on the same property and offered for rent or lease within five (5) years of the effective date of withdrawal of the building containing the Rent Stabilized Unit, each newly constructed rental unit located on the property where the Covered Unit was demolished shall be deemed a Rental Unit subject to the Apartment Rent Ordinance, Title 17, Chapter 23 of this Code.

17.23.990 Enforcement.

A. Criminal Penalty.

Any Owner found by a court of competent jurisdiction to be guilty of a willful violation of Section 17.23.970(A) shall be subject to up to a \$500 fine and/or ninety (90) days in jail for a first offense and up to a \$1000 fine and/or six months in jail for any subsequent offenses.

B. Civil Enforcement.

1. Any Owner(s) that fail(s) to comply with this Part 9 may be subject to civil proceedings for exemplary damages for displacement of Tenant(s) initiated by the City for actual and exemplary damages, as well as any other alternative remedy available under the law or equity, including without limitation, injunctive relief to prevent termination of a tenancy.
2. Any Owner(s) that fail(s) to comply with the notice requirement defined in Section 17.23.970(A) if the violation occurs within two (2) years of the effective date of withdrawal may be subject to civil proceedings for actual, exemplary, and/or punitive damages (in an amount which does not exceed the contract rent for six months) initiated by the City or by any Tenant who would otherwise be entitled to a Right to Return, which action(s) must be brought within three (3) years of withdrawal of the building containing a Covered Unit from the residential rental market.
3. Any Owner(s) that fail(s) to comply with this Part 9 may be subject to civil proceedings for actual and exemplary damages as well as any other alternative remedy available under the law or equity, initiated by any Tenant who would otherwise be entitled to Relocation Assistance. Civil proceedings by any Tenant regarding Relocation Assistance under this Part 9 shall be brought within three years of the withdrawal of the building containing a Covered Unit.
4. If an Owner seeks to displace any Tenant(s) from a Covered Unit in a building to be withdrawn from the residential rental market by an unlawful detainer proceeding, the Tenant(s) may appear and answer or demur pursuant to Section 1170 of the Code of

DRAFT

Civil Procedure and may assert by way of defense that the Owner has not complied with the applicable provisions of this Part 9 and/or the Ellis Act.

Draft

Relocation Benefit Matrix

ATTACHMENT B

Benefits Provided by Household - Calculated by No. of Bedrooms

San Jose - Proposed Benefit Levels				
Benefit Type	Studio	1BR	2BR	3BR
3 Months Rent*	\$ 5,550	\$ 6,825	\$ 8,478	\$ 10,239
New Security Deposit	\$ 500	\$ 500	\$ 600	\$ 700
Moving Expenses	\$ 1,200	\$ 1,400	\$ 1,700	\$ 2,000
Application fees (approx. five applications)	\$ 250	\$ 250	\$ 250	\$ 250
Total Base Relocation	\$ 7,500	\$ 8,975	\$ 11,028	\$ 13,189
*Average Monthly Rent - 2016 Q3, RealAnswers	\$ 1,850	\$ 2,275	\$ 2,826	\$ 3,413
Qualified Assistance Levels				
40% Additional Increase to Base Assistance	\$ 3,000	\$ 3,590	\$ 4,411	\$ 5,276
Total Amount of Qualified Assistance	\$ 10,500	\$ 12,565	\$ 15,439	\$ 18,465
Special Assistance Levels				
Flat Relocation Fee **	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000
**Similar Apartment offered/accepted and held at same rent				

West Hollywood	Studio	1BR	2BR	3BR
Total Base Assistance	\$ 6,455	\$ 9,114	\$ 12,277	\$ 16,202
Total Qualified Senior Assistance	\$ 23,542	\$ 26,201	\$ 29,364	\$ 33,289
Total Qualified Low Income Assistance	\$ 27,972	\$ 30,631	\$ 33,794	\$ 37,719
% Increase over Base (highest)	76.92%	70.25%	63.67%	57.05%

Santa Monica	Studio	1BR	2BR	3BR
Total Base Assistance	\$ 13,900	\$ 13,900	\$ 18,850	\$ 18,850
Total Qualified Assistance	\$ 16,000	\$ 16,000	\$ 21,650	\$ 21,650
% Increase over Base	13.13%	13.13%	12.93%	12.93%

Oakland	Studio	1BR	2BR	3BR
Total Base Assistance	\$ 6,500	\$ 6,500	\$ 8,000	\$ 9,875
Total Qualified Assistance	\$ 9,000	\$ 9,000	\$ 10,500	\$ 12,375
% Increase over Base	27.78%	27.78%	23.81%	20.20%

Other Methodologies

Los Angeles	<3 Years	>3 Years	Low Income	Mom & Pop
Total Base Assistance	\$ 7,900	\$ 10,400	\$ 10,400	\$ 7,600
Total Qualified Assistance	\$ 16,650	\$ 19,700	\$ 19,700	\$ 15,300
% Increase over Base	52.55%	47.21%	47.21%	50.33%

San Francisco	Per Tenant	Maximum Household
Total Base Assistance	\$ 5,895	\$ 17,639
Total Qualified Assistance	\$ 9,825	
% Increase over Base	40.00%	

ATTACHMENT C

Santa Clara County Income and Rent Limits Based on State HCD Hold Harmless Limits City of San Jose Housing Department 2016 (rev 6/17/16)

HCD Rent & Income Limits with HCD Occupancy Guidelines

	HCD Income Limits								% of AMI Rent & Income Level	HCD Rent Limits				
	Efficiency	1BR	2BR	3BR	4BR	5BR	6BR	7BR		Efficiency	1BR	2BR	3BR	4BR
*	\$89,950	\$102,800	\$115,650	\$128,500	\$138,800	\$149,050	\$159,350	\$169,600	120%	\$2,249	\$2,570	\$2,891	\$3,213	\$3,470
**	\$82,445	\$94,270	\$106,040	\$117,810	\$127,215	\$136,675	\$146,080	\$155,485	110%	\$2,061	\$2,357	\$2,651	\$2,945	\$3,180
*	\$74,950	\$85,700	\$96,400	\$107,100	\$115,650	\$124,250	\$132,800	\$141,350	100%	\$1,874	\$2,143	\$2,410	\$2,678	\$2,891
*	\$59,400	\$67,900	\$76,400	\$84,900	\$91,650	\$98,450	\$105,250	\$112,050	80%	\$1,485	\$1,698	\$1,910	\$2,123	\$2,291
***	\$46,920	\$53,580	\$60,300	\$66,960	\$72,360	\$77,700	\$83,040	\$88,440	60%	\$1,173	\$1,340	\$1,508	\$1,674	\$1,809
***	\$43,010	\$49,115	\$55,275	\$61,380	\$66,330	\$71,225	\$76,120	\$81,070	55%	\$1,075	\$1,228	\$1,382	\$1,535	\$1,658
*	\$39,100	\$44,650	\$50,250	\$55,800	\$60,300	\$64,750	\$69,200	\$73,700	50%	\$978	\$1,116	\$1,256	\$1,395	\$1,508
***	\$35,190	\$40,185	\$45,225	\$50,220	\$54,270	\$58,275	\$62,280	\$66,330	45%	\$880	\$1,005	\$1,131	\$1,256	\$1,357
***	\$31,280	\$35,720	\$40,200	\$44,640	\$48,240	\$51,800	\$55,360	\$58,960	40%	\$782	\$893	\$1,005	\$1,116	\$1,206
***	\$27,370	\$31,255	\$35,175	\$39,060	\$42,210	\$45,325	\$48,440	\$51,590	35%	\$684	\$781	\$879	\$977	\$1,055
*	\$23,450	\$26,800	\$30,150	\$33,500	\$36,200	\$38,900	\$41,550	\$44,250	30%	\$586	\$670	\$754	\$838	\$905
***	\$19,550	\$22,325	\$25,125	\$27,900	\$30,150	\$32,375	\$34,600	\$36,850	25%	\$489	\$558	\$628	\$698	\$754
***	\$15,640	\$17,860	\$20,100	\$22,320	\$24,120	\$25,900	\$27,680	\$29,480	20%	\$391	\$447	\$503	\$558	\$603
***	\$11,730	\$13,395	\$15,075	\$16,740	\$18,090	\$19,425	\$20,760	\$22,110	15%	\$293	\$335	\$377	\$419	\$452
HCD Occupancy Guideline - Persons per Unit														
	1	2	3	4	5	6	7	8						

- * = Income limits provided by HCD
- ** = Income Limits Imputed from 100% AMI incomes
- *** = Income Limits Imputed from 50% AMI incomes

HCD Rent & Income Limits with TCAC Occupancy Guidelines ****

	HCD Income Limits								% of AMI Rent & Income Level	HCD Rent Limits with TCAC Occupancy Guidelines****				
	Efficiency	1BR	2BR	3BR	4BR	5BR	6BR	7BR		Efficiency	1BR	2BR	3BR	4BR
*	\$89,950	\$96,375	\$115,650	\$133,650	\$149,050	\$164,475	\$179,900	\$195,325	120%	\$2,249	\$2,409	\$2,891	\$3,341	\$3,726
**	\$82,445	\$88,358	\$106,040	\$122,513	\$136,675	\$150,788	\$164,900	\$179,050	110%	\$2,061	\$2,209	\$2,651	\$3,063	\$3,417
*	\$74,950	\$80,325	\$96,400	\$111,375	\$124,250	\$137,100	\$149,950	\$162,800	100%	\$1,874	\$2,008	\$2,410	\$2,784	\$3,106
*	\$59,400	\$63,650	\$76,400	\$88,275	\$98,450	\$108,650	\$118,850	\$129,050	80%	\$1,485	\$1,591	\$1,910	\$2,207	\$2,461
***	\$46,920	\$50,250	\$60,300	\$69,660	\$77,700	\$85,725	\$93,750	\$101,775	60%	\$1,173	\$1,256	\$1,508	\$1,742	\$1,943
***	\$43,010	\$46,063	\$55,275	\$63,855	\$71,225	\$78,563	\$85,900	\$93,275	55%	\$1,075	\$1,152	\$1,382	\$1,596	\$1,781
*	\$39,100	\$41,875	\$50,250	\$58,050	\$64,750	\$71,425	\$78,100	\$84,800	50%	\$978	\$1,047	\$1,256	\$1,451	\$1,619
***	\$35,190	\$37,688	\$45,225	\$52,245	\$58,275	\$64,288	\$70,300	\$76,325	45%	\$880	\$942	\$1,131	\$1,306	\$1,457
***	\$31,280	\$33,500	\$40,200	\$46,440	\$51,800	\$57,150	\$62,500	\$67,850	40%	\$782	\$838	\$1,005	\$1,161	\$1,295
***	\$27,370	\$29,313	\$35,175	\$40,635	\$45,325	\$49,988	\$54,650	\$59,350	35%	\$684	\$733	\$879	\$1,016	\$1,133
*	\$23,450	\$25,125	\$30,150	\$34,850	\$38,900	\$42,900	\$46,900	\$50,925	30%	\$586	\$628	\$754	\$871	\$973
***	\$19,550	\$20,938	\$25,125	\$29,025	\$32,375	\$35,713	\$39,050	\$42,400	25%	\$489	\$523	\$628	\$726	\$809
***	\$15,640	\$16,750	\$20,100	\$23,220	\$25,900	\$28,575	\$31,250	\$33,925	20%	\$391	\$419	\$503	\$581	\$648
***	\$11,730	\$12,563	\$15,075	\$17,415	\$19,425	\$21,438	\$23,450	\$25,450	15%	\$293	\$314	\$377	\$435	\$486
TCAC/MTSP Occupancy Guideline - Persons per Unit														
	1	1.5	3	4.5	6	7.5	9	10.5						

- * = Income limits provided by HCD
- ** = Income Limits Imputed from 100% AMI incomes
- *** = Income Limits Imputed from 50% AMI incomes
- **** 2015 State Income/Rent Limits Using Federal Program (TCAC) occupancy guidelines. Owners may make an election to use the TCAC occupancy guidelines for an entire property. This is a one time election and may not later be reversed. Federal TCAC occupancy guidelines use 1.5 persons per bedroom whereas HCD occupancy guidelines assume 1 person plus 1 person per bedroom.

ATTACHMENT D

First Round of Public Meetings:

November 7, 2016 – Cypress Community Center

November 14, 2016 – San José City Hall

November 16, 2016 – Bascom Community Center

December 5, 2016 – Housing & Community Development Commission

First Round of Stakeholder Meetings – Invited By:

November 30, 2016 – Santee Tenants

December 4, 2016 – Small Property Owners

December 13, 2016 – Sacred Heart Community Service

December 19, 2016 – Reserve Apartment Tenants

Second Round of Public Meetings:

February 8, 2017 – San José City Hall

February 15, 2017 – Bascom Community Center

February 17, 2017 – San José City Hall

February 27, 2017 – Cypress Community Center

Draft Ellis Act Ordinance
City of San José – Department of Housing

Public Comments Received as of February 21, 2017

No written comments received as of: February 21, 2017

Upcoming Public Meetings

Meeting information for additional community workshops is listed below. The purpose for these meetings is to help members understand the nuts-and-bolts of each Ordinance.

Date & Time	Location
Wednesday, February 15 - 6:30pm	Bascom Community Center 1000 S. Bascom Avenue, San José
Friday, February 17 - 10:00am	San José City Hall - Rooms #119-120 200 E. Santa Clara Street, San José
Monday, February 27 - 6:30pm	Cypress Community Center 403 Cypress Avenue, San José

Housing & Community Development Commission

Thursday, March 2, 2017 -- 5:45pm
City Hall Wing Rooms 118-120
200 E. Santa Clara Street, San José
Underground parking provided. Enter on 6th Street.

Please read & consider these two critical changes OVER →



Before your final
draft on TPO.

Public
Discussion:
Draft Ellis Act
and Tenant
Protection
Ordinances

Discusión
Pública:
Proyecto de
Ordenanzas:
Acto de Ellis y
Protección del
Inquilino

Thảo Luận
Cộng Đồng:
về Luật
Ellis và Luật Bảo
Vệ Người Thuê
Nhà

Share Your Comments

Comparta sus comentarios

Xin Chia Sẻ Ý Kiến

TPO:

1. Please make Hood Cause automatic for all City of SJ tenants living in Rent Control Buildings, not require a tenant enrollment process.

2. Please remove number 4. on page 8 of the TPO draft: Refusal to Agree to a Like or New Rental Agreement.

over continuado lạt qua

OR send your comments to o envíe sus comentarios a hoặc gửi ý kiến bằng email cho tpo@sanjoseca.gov & ellisact@sanjoseca.gov

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XIN IN RÕ RÀNG

Name Nombre Tên: _____

Email Email Email: _____

check all that apply marque todo lo que corresponda xin chọn những điều mà áp dụng

☒ I live at an ARO apartment

Vivo en un apartamento alquiler ordenanza.

Tôi sống ở tại một căn hộ dưới Pháp Luật Chung Cư Cho Thuê

☐ I own or operate an ARO apartment

Soy dueño o opero un apartamento alquiler ordenanza.

Tôi là chủ hoặc là người vận hành một căn hộ dưới Pháp Luật Chung Cư Cho Thuê.

☐ I am a member of the public.

Soy un miembro del público. Tôi là một thành viên trong cộng đồng.

Thank you.

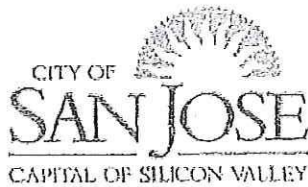
Please read & consider this change for more flexibility before your final draft

Ellis Act:

thank you
gracias
xin cam on

3. I almost never see a \$500. security deposit for a 1 BR apt, only double digit S.D. I believe this amount needs to be increased to give more flexibility in an extremely tight outrageous over priced rental market. If we could find a rental for less, then we could just get that amount for the S.D.

Thank you.



Public
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Luật Bảo Vệ
Người Thuê
Nhà

Share Your Comments

Comparta sus comentarios

Xin Đóng-Góp Ý Kiến

We need statistics that show data
about what is happening to tenants
as well as just costs.

over continued list qua

OR send your comments to o envíe sus comentarios hoặc gửi ý kiến của bạn qua điện thư tại
tpo@sanjoseca.gov & ellisact@sanjoseca.gov

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Name Nombre Tên: Diana Alvarado

Email Email Điện-Thư: [REDACTED]

check all that apply marque todo lo que corresponda xin chọn những điều thích-ứng với bạn

☐ I live at an Apartment Rent Ordinance (ARO) apartment

Vivo en un apartamento alquiler ordenanza.

Tôi đang sống tại một căn hộ tuân theo Luật Thuê Chung Cư.

☐ I own or operate an (ARO) apartment

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Tôi sở hữu hoặc người thuê một căn hộ tuân theo Luật Thuê Chung Cư.

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Re: Ellis

It seems inconsistent w/ the "stabilization" goal to require the ARO to apply to the increased increment of units in a "redeveloped" building. Example: 10 units status quo, replaced by 25 units new. Shouldn't only 10 new units be covered by the ARO, putting another 15 units under the act increase the total under the ARO.

This looks like an aggressive act by the new ordinance, that would discourage investor / developers. over continuado lặt qua

OR send your comments to tpo@sanjoseca.gov & ellisact@sanjoseca.gov o envíe sus comentarios hoặc gửi ý kiến của bạn qua điện thư tại

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Name Nombre Tên: Michael

Email Email Điện-Thư: [REDACTED]

check all that apply marque todo lo que corresponda xin chọn những điều thích ứng với bạn

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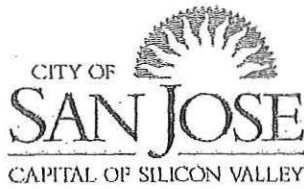
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Người Thuê
Nhà

Share Your Comments

Comparta sus comentarios

Xin Đóng-Góp Ý Kiến

Why not create the registry 1st
& find out the dimensions
of the alleged abuse by owners
before enacting these ordinance
that have some serious potential
for abuse by unethical landlords
& their lawyers

over continuado lôt qua

OR send your comments to o envíe sus comentarios hoặc gửi ý kiến của bạn qua điện thư tại
tpo@sanjoseca.gov & ellisact@sanjoseca.gov

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XIN VIẾT RÕ RÀNG

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Email Email Điện-Thư: _____

check all that apply marque todo lo que corresponda xin chọn những điều thích-ứng với bạn

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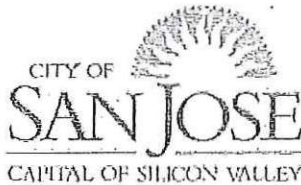
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Luật Bảo Vệ
Người Thuê
Nhà

Share Your Comments
Comparta sus comentarios
Xin Đóng-Góp Ý Kiến

I WAS VERY IMPRESSED & PLEASED
WITH THE PROPOSED ELLIS ACT
ORDINANCE, ALSO THE TENNANT
PROTECTION ORDINANCE. I FEEL
THAT THEY ARE NEEDED IN THIS
DAY AND AGE.

The speaker Rachel was very patient
helpful and friendly ALSO the staff
that came with her too. *thank you*

over continuado lết qua

OR send your comments to o envíe sus comentarios hoặc gửi ý kiến của bạn qua điện thư tại
tpo@sanjoseca.gov & ellisact@sanjoseca.gov

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XIN VIẾT RÕ RÀNG

Name Nombre Tên: *Johnny*

Email Email Điện-Thư: [REDACTED]

check all that apply marque todo lo que corresponda xin chọn những điều thích-ứng với bạn

☐ I live at an Apartment Rent Ordinance (ARO) apartment

Vivo en un apartamento alquiler ordenanza.

Tôi đang sống tại một căn hộ tuân theo Luật Thuê Chung Cư.

☐ I own or operate an ARO apartment

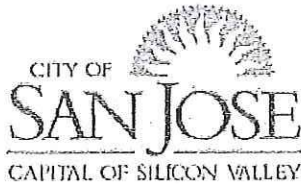
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Tôi sở hữu hoặc người thuê một căn hộ tuân theo Luật Thuê Chung Cư.

☒ I am a member of the public.

Soy un miembro del público.

Tôi là một thành viên trong cộng đồng.



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Draft Ellis Act
and Tenant
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Proyecto de
Ordenanzas:
Acto de Ellis y
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Thảo Luận
Cộng Đồng:
Đạo Luật Dự
Thảo Ellis và
Luật Bảo Vệ
Người Thuê
Nhà

Share Your Comments Comparta sus comentarios Xin Đóng-Góp Ý Kiến

The Ellis Act & Tenant Protection
Community meeting tonight was
very educational and informative.
I strongly agree that this
Ordinance should be enforced
in all communities. and to
have a better understanding of
being a tenant & a landlord/owner
(over→)

over continuado lết qua

OR send your comments to o envíe sus comentarios hoặc gửi ý kiến của bạn qua điện thư tại
tpo@sanjoseca.gov & ellisact@sanjoseca.gov

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XIN VIẾT RÕ RÀNG

Name Nombre Tên:

Manda

Email Email Điện-Th

[REDACTED]

check all that apply marque todo lo que corresponda xin chọn những điều thích ứng với bạn

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Soy un miembro del público.

Tôi là một thành viên trong cộng đồng.

tonights speaker Rachel
was very informative friendly
and patient with all questions
from the community

I am well informed the staff
with her Lorena were also
very helpful and informative
with everything

Thank You

thank you gracias xin cảm ơn



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Share Your Comments

Comparta sus comentarios

Xin Đóng-Góp Ý Kiến

① San Jose Ellis Act.

- Re-control will prevent new development on the old buildings

② SJ TPO

- Older buildings have older electrical system which should ~~be~~ not be considered as material code violation

over continuado lết qua

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XIN VIẾT RÕ RÀNG

Name Nombre Tên: _____

Email Email Điện-Thư: _____

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Share Your Comments Comparta sus comentarios Xin Đóng-Góp Ý Kiến

Pienso que nuestra comunidad de bajos ingresos necesita una protección como esta, pues está siendo desplazada indiscriminadamente de San José uniéndose los cheques solo para pagar renta y terminar siendo sacados porque el propietario quiere aumentar la renta. Los desalojos injustos son realizados a
over continuado lôt qua

OR send your comments to o envíe sus comentarios hoặc gửi ý kiến của bạn qua điện thư tại
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XIN VIẾT RÕ RÀNG

Name Nombre Tên: Martha [REDACTED]

Email Email Điện-Thư: [REDACTED]

check all that apply marque todo lo que corresponda xin chọn những điều thích-ứng với bạn

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☐ I am a member of the public.

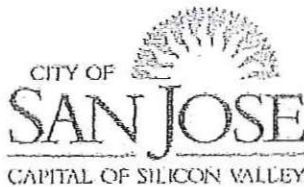
Soy un miembro del público.

Tôi là một thành viên trong cộng đồng.

= Vivo en Duplexes /fuera de ARO - por el momento.

diario. Nas urge Ellis Act.
Me urge como madre de familia.

thank you gracias xin cảm ơn



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Share Your Comments Comparta sus comentarios Xin Đóng-Góp Ý Kiến

① The Ellis Act Ordinance may give too much benefits to current tenants. How about the new tenants? The new tenants will pay much higher rents (market). The new tenants actually pay all (current) tenants. We need a balance solution. We need better ST in the future!
~~What~~ ② What percentage of current retaliation Eviction? Now, the complain about "no cause eviction" are less at average 30 complains per year out of 44000 ARO Units. < 0.1%. There is no need "Just Cause over continuado" at San Jose. ~~lật qua~~

OR send your comments to o envíe sus comentarios hoặc gửi ý kiến của bạn qua điện thư tại tpo@sanjoseca.gov & ellisact@sanjoseca.gov

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XIN VIẾT RÕ RÀNG

Name Nombre Tên: Mary [REDACTED]

Email Email Điện-Thư: [REDACTED]

check all that apply marque todo lo que corresponda xin chọn những điều thích-ứng với bạn

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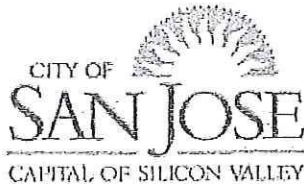
Soy dueño o opero un apartamento alquiler ordenanza.

Tôi sở hữu hoặc người thuê một căn hộ tuân theo Luật Thuê Chung Cư.

☒ I am a member of the public. San Jose Homeowner

Soy un miembro del público.

Tôi là một thành viên trong cộng đồng.



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I don't think the Ellis Act is necessary, since the state already has one. The proposed draft will greatly discourage developers to build more new units. This will reduce supply and make it worse for the housing issue. For tenant protection, I'd suggest to consider landlord protection as well. Since I heard that landlord also get harassed, and
see reverse side
over continuado lết qua

OR send your comments to o envíe sus comentarios hoặc gửi ý kiến của bạn qua điện thư tại
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XIN VIẾT RÕ RÀNG

Name Nombre Tên: Bill [redacted]

Email Email Điện-Thư: [redacted]

check all that apply marque todo lo que corresponda xin chọn những điều thích-ứng với bạn

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Tôi sở hữu hoặc người thuê một căn hộ tuân theo Luật Thuê Chung Cư.

☒ I am a member of the public.

Soy un miembro del público.

Tôi là một thành viên trong cộng đồng.

With so many ordinances put forth to protect tenants I would suggest to protect landlords with legal helps. Most of small landlords operate based common sense and conscience. They need legal help too while there are so many small detail ordinances put into action and make the owner in a big disadvantage.

thank you gracias xin cảm ơn



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Comparta sus comentarios

Xin Đóng-Góp Ý Kiến

1) put the ARO to the new building. It will discourage the development for the new building soon and later. There will be a lot of old apt building less new building.
2) notice the property owner by mail?
the change for the Ellis Act, not only
3) ARO Units also other property too.
4) Does this extend the ARO to the new building against the law?
over continuado lết qua

OR send your comments to o envíe sus comentarios hoặc gửi ý kiến của bạn qua điện thư tại tpo@sanjoseca.gov & ellisact@sanjoseca.gov

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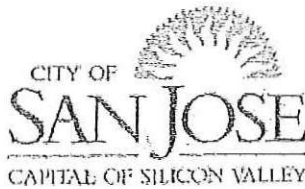
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Comparta sus comentarios
Xin Đóng-Góp Ý Kiến

Material Code Violation.
"GFC required location" shall be
removed.
It was not required when the building
was built

over continuado lôt qua

OR send your comments to o envíe sus comentarios hoặc gửi ý kiến của bạn qua điện thư tại
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Email Email Điện-Thư:

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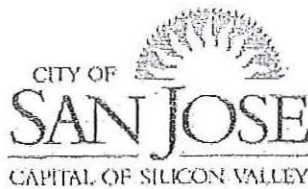
☐ I am a member of the public.

Soy un miembro del público.

Tôi là một thành viên trong cộng đồng.

How tenant prove someone that's
move in the unit is their sibling?

thank you gracias xin cảm ơn



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Share Your Comments

Comparta sus comentarios

Xin Đóng-Góp Ý Kiến

Ellis Act will make San Jose a
run down city. It will largely
discourage rebuilding so San Jose
will stuck with 100+ year old building.

over continuado lết qua

OR send your comments to o envíe sus comentarios hoặc gửi ý kiến của bạn qua điện thư tại
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XIN VIẾT RÕ RÀNG

Name Nombre Tên:

Jenny

Email Email Điện-Thư:

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☒ I am a member of the public.

Soy un miembro del público.

Tôi là một thành viên trong cộng đồng.

Both Ellis Act and TPO are
one sided policy that only benefit
the tenants.

If TPO covers more than just ARO units,
the city must do outreach to all the owners
who are going to be impacted. This is
a very important law to all the property
owners financially.

thank you gracias xin cảm ơn



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Share Your Comments Comparta sus comentarios Xin Đóng-Góp Ý Kiến

Base assistance numbers for rent are
inflated

If a new building has more units than the
demolished building, the new units should
not be rent controlled

over continuado lết qua

OR send your comments to o envíe sus comentarios hoặc gửi ý kiến của bạn qua điện thư tại
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XIN VIẾT RÕ RÀNG

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Email Email Điện-Thư:

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☐ I am a member of the public.

Soy un miembro del público.

Tôi là một thành viên trong cộng đồng.



City of San José Housing & Community Development Commission

District 1— Martha O'Connell
District 3— Robert Gill
District 5— Vacant
District 7— Melissa Medina (VC)
District 9— Gary Prideaux
Mayor — Nhi Nguyen

Alex Shoor —District 2
Vacant —District 4
Andrea Wheeler —District 6
Lee Thompson —District 8
Michael Fitzgerald —District 10
Davlyn Jones – CAAC-MR
(C) Mike Graves – CAAC ML

SPECIAL MEETING AGENDA

REVISED

5:45PM

March 2, 2017

San José City Hall
Wing Rooms 118-120

I. Call to Order & Orders of the Day

II. Introductions

III. Consent Calendar

- A. Minutes for the Regular Meeting of February 9, 2017
ACTION: Approve the February 9, 2017 action minutes

IV. Reports and Information Only

- A. Chair
- B. Director
 - 1. Update on the Flood
 - 1) Local Assistance Center
 - 2) Shelter/Housing Response
 - 2. Upcoming HCDC agenda items
 - 3. Upcoming City Council agenda Items
 - 4. Results of City Council Prioritization
 - 5. Upcoming Community Outreach Meetings
- C. Council Liasion Report

V. New Business

- A. **Destination Home: Homeless Prevention (R. Bramson, Housing Department)**
ACTION: Discussion and possible recommendation to the City Council supporting a Grant Agreement between the City of San Jose and the Health Trust as fiscal agent of Destination:Home in the amount of \$1,050,000 to provide funding to support homeless prevention and employment engage initiative for homeless individuals and famillies.
- B. **Draft Ellis Act Ordinance (R. VanderVeen, Housing Department)**
ACTION: Discussion and provide recommendations to staff regarding potential changes to be considered for the final draft of the City Ellis Act Ordinance.
- C. **Draft Tenant Protection Ordinance (R. VanderVeen, Housing Department)**

ACTION: Discussion and

1) Provide recommendation to staff regarding potential changes to be considered for the final draft of the Tenant Protection Ordinance.

2) Recommend that the City Council direct staff to incorporate a requirement that a property owner offer a one-year written lease to a tenant into the Apartment Rent Ordinance;

3) Recommend that the City Council direct staff to develop a Tenant Relocation Ordinance that considers different relocation scenarios and unifies existing policies of the City.

D. FY 17-18 Apartment and Mobilehome Rent Ordinance Program Base Fees (R. VanderVeen, Housing Department)

ACTION: Discussion of the Housing Department's proposed base FY 2017-18 fees for the Rental Rights and Referrals Program, as stated below:

1) Apartment Rent Control Fee: increase from \$19.29 to \$29.04 annually per unit

2) Mobilehome Rent Control Fee: increase from \$33.48 to \$39.40

3) Apartment Non-Rent Control Fee: increase from \$1.98 to \$2.89

E. Potential Future Agenda items (D. Bopf, Housing Department)

ACTION: Discussion and possible recommendation on items to be placed on list of future HCDC agenda topics consistent with the workplan.

VI. Public Comment *(Members of the Public are invited to speak on any item that does not appear on today's Agenda and that is within the subject matter jurisdiction of the Commission).*

VII. Meeting Schedule

The next regular meeting will be Thursday, April 13, 2017 at 5:45PM, in the San Jose City Hall Wing Rooms 118-120.

VIII. Adjournment

The City of San José is committed to open and honest government and strives to consistently meet the community's expectations by providing excellent service, in a positive and timely manner, and in the full view of the public.

You may speak to the Commission about any discussion item that is on the agenda, and you may also speak during Public Comments on items that are not on the agenda and are within the subject matter jurisdiction of the Commission. Please be advised that, by law, the Commission is unable to discuss or take action on issues presented during Public Comments. Pursuant to Government Code Section 54954.2, no matter shall be acted upon by the Commission unless listed on the agenda, which has been posted not less than 72 hours prior to meeting.

Agendas, Staff Reports and some associated documents for the Commission items may be viewed on the Internet at <http://www.sanjoseca.gov/hcdc>.

All public records relating to an open session item on this agenda, which are not exempt from disclosure pursuant to the California Public Records Act, that are distributed to a majority of the legislative body will be available for public inspection at the Office of the City Clerk, 200 East Santa Clara Street, 14th Floor, San José, California 95113, at the same time that the public records are distributed or made available to the legislative body. Any draft resolutions or other items posted on the Internet site or distributed in advance of the commission meeting may not be the final documents approved by the commission. Contact the Office of the City Clerk for the final document.

On occasion the Commission may consider agenda items out of order.

The Housing & Community Development Commission meets every Second Thursday of each month (except for July and December) at 5:45pm, with special meetings as necessary. If you have any questions, please direct them to the Commission staff. Thank you for taking the time to attend today's meeting. We look forward to seeing you at future meetings.

To request an accommodation or alternative format under the Americans with Disabilities Act for City-sponsored meetings, events or printed materials, please call (408) 535-1260 as soon as possible, but at least three business days before the meeting.

Please direct correspondence and questions to:

City of San José
Attn: Robert Lopez
200 East Santa Clara Street, 12th Floor
San José, California 95113
Tel: (408) 975-4402
Email: Robert.Lopez@sanjoseca.gov

Para residentes que hablan español: Si desea mas información, favor de llamar a Theresa Ramos al 408-975-4475.

Riêng đối với quý vị nói tiếng Việt : Muốn biết thêm chi-tiết, xin vui lòng tiếp xúc với Therese Tran, Đ.T. 408-793-5349.

對於說華語的居民: 請電 408-975-4450 向 Ann Tu 詢問詳細事宜。說粵語的居民則請撥打 408-975-4425 與 Yen Tiet 聯絡。

Para sa mga residente na ang wika ay tagalog: Kung kinakailangan pa ninyo ng inpormasyon, tawagan si Arlene Silverio sa 408-793-5542. Salamat Po.

Refinance issues with Norris Newport

Amii, Patricia

Thu 2/16/2017 4:28 PM

To: Richardson, Korey <Korey.Richardson@sanjoseca.gov>;

Norris to come to City Hall to meet with Dave Bopf (Assistant Director of Housing) to discuss refinance issues.

Follow the link below for directions to City Hall and bring your parking ticket with you to the 12th floor where we will validate it.

Dave can be reached at the number below, or you can call our front desk at 408-535-3860.

San José City Hall

[200 E. Santa Clara St.](#)
[San José, CA 95113](#)

Directions

Thank you,
Patricia for

Dave Bopf
Interim Assistant Director
Housing Department
City of San Jose
[200 E. Santa Clara Street](#)
[San Jose, CA 95113-1905](#)
[\(408\) 535-3854](#)
www.sjhousing.org

Our mission is to strengthen and revitalize our community through housing and neighborhood investment.

[Find us on Twitter!](#)

Annual Property Taxes?:

Annual Insurance?:

Private Mortgage Ins. (PMI)?:

Payment Frequency?:

Compounding?:

Payment Method?:

Amortization Method?:

Down Payment Amount:

Total Interest:

Total Principal & Interest:

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Mortgage Calculator

Price of Real Estate or Asset?:

\$638,358.00

Down Payment Percent?:

53%

Amount of Loan?:

\$300,000.00

Number of Payments? (#):

360

Annual Interest Rate?:

4.3750%

Payment Amount?:

\$1,497.86

Points?:

0.0000%

\$12,000.00



Memorandum

TO: HOUSING & COMMUNITY
DEVELOPMENT COMMISSION

FROM: Jacky Morales-Ferrand

SUBJECT: Draft Tenant Protection Ordinance
& Additional Tenant Protections

DATE: February 23, 2017

Approved

Date

RECOMMENDATION

1. Provide recommendation to staff regarding potential changes to be considered for the final draft of the Tenant Protection Ordinance.
2. Recommend that the City Council direct staff to incorporate a requirement that a property owner offer a one-year written lease to a tenant into the Apartment Rent Ordinance;
3. Recommend that the City Council direct staff to develop a Tenant Relocation Ordinance that considers different relocation scenarios and unifies existing policies of the City.

BACKGROUND

On April 19, 2016 the City Council directed staff to develop an Anti-Retaliation and Protection Ordinance that created termination of tenancy protections (Good Cause protections) for tenants living in apartments that were experiencing housing, building, and fire code violations, or needed important repairs as well as those who exercised their rights in the Apartment Rent Ordinance. Under the draft ordinance, tenants impacted by these circumstances will receive Good Cause protections for up to two years from resolution of the complaint. The City does not currently restrict no-cause terminations of tenancy other than to require certain noticing under the Apartment Rent Ordinance (ARO). Good Cause protections eliminate no-cause terminations of tenancy and limit the reasons that a tenant can be removed from a property. After receiving feedback that the "Anti-Retaliation and Protection Ordinance" name was cumbersome and difficult for tenants to understand, staff renamed the draft ordinance to the Tenant Protection Ordinance.

The purpose of the draft Tenant Protection Ordinance is to promote stability and fairness within the residential rental market in the City, thereby serving the public peace, healthy, safety, and public welfare. This Ordinance is intended to enable tenants in the City to participate in the ARO

petition process, request correction of code violations and necessary repairs, and exercise their rights under local, state, and federal laws without fear of retaliation.

In 2016, Housing Department staff had interactions with 111 residents who explicitly stated their concerns of retaliation from a property owner over filing a Code Enforcement or ARO complaint. This figure does not include interactions between residents and Code Enforcement staff, Police, other City official, or legal aid service provider that may interact with tenants. When tenants indicate a fear of retaliation, Housing Department staff makes them aware of their rights under state law and refers them to a legal aid agency to assist them if retaliation occurs.

Under the draft Tenant Protection Ordinance, a property owner can still legally evict tenants for causes that are outlined in the ordinance, such as damaging the building, refusing to pay rent, or otherwise violating their lease. Staff conducted research of other cities in California with Good Cause protections similar to those in the draft Ordinance. None of these cities require a tenant enrollment process because the protections are provided by-right. In San Diego a renter can be evicted without cause for the first two years of their tenancy. After successfully meeting the terms of their rental agreement for two years, the tenant receives Good Cause protections for the duration of their tenancy.

ANALYSIS

If adopted, San Jose will be the only city in California that operates an anti-retaliation ordinance of this kind. Most cities that enforce similar regulations follow a Good Cause model, which provides eviction protections to tenants as a right of occupancy. When the City Council directed this work at the April 19th meeting, the direction was given in the spirit of providing protections to tenants who are being impacted by misconduct or negligence by their property owner or manager. As a complaint-based program, this ordinance will provide important protections to renters in San Jose.

The fundamental basis for this ordinance is protection against retaliation for tenants that assert their legal rights or reporting a problem in their apartment. The State of California considers any action taken by an apartment owner against a tenant (termination of tenancy, significant rent increases, remove housing services/amenities) as retaliatory for the six months following the tenant asserting their legal rights. While this law exists, the only method of enforcement is through legal action. Tenants face significant barriers to asserting their legal rights because of the actual cost of legal services, the amount of time taken to initiate a lawsuit, and the desire by most tenants to avoid ongoing fear, harassment, or hostility with their property owner, which naturally arises when taking legal action.

To provide more effective enforcement of these existing provisions in State law, the Tenant Protection Ordinance includes a six-month moratorium on retaliatory actions. This provides the basis for the six month "limited term enrollment" period created for material code violations, necessary repair and replacement issues, and violations of other state and federal fair housing laws. This requirement exists regardless of whether or not San Jose adopts the Tenant Protection

Ordinance, but as previously stated, is unlikely to be enforced without an established local process.

The scope of this draft ordinance expands beyond the scope of the ARO and includes all apartments covered by the Multiple Housing Roster (3-units or more, built at any time, excluding buildings with condominium maps). This change is recommended to create consistency in the regulations that govern the multifamily rental stock, and to govern in the spirit of the Council direction that renters have protections when asserting their legal rights.

The major provisions of the draft Ordinance (**Attachment A**) are described below. In developing the draft recommendations, staff considered four sources of information: stakeholder input from tenants and landlords of varying size properties, public input, research from other cities implementing local tenant protection ordinances, and legal analysis. A summary of the Ordinance in the form of a fact sheet is provided in **Attachment B**.

Scope - Section 17.23.1015

As proposed, the Tenant Protection Ordinance will regulate all apartment buildings with three or more units that are part of the Residential Occupancy Permit program administered by Code Enforcement, guest rooms in a guesthouse, as well as any unpermitted housing space. The Residential Occupancy Permit applies to all rental properties with three or more units. As such, it includes rent-stabilized properties. The Residential Occupancy Permit does not apply to rental buildings that have a condominium map. Currently there are 6,522 rental properties (86,700 apartments) subject to the Residential Occupancy Permit program.

As stated, this expanded scope is recommended to ensure uniformity for all multifamily rental owners and tenants in San Jose. The proposed scope of the regulations should reduce confusion because all rental property owners will be informed that the program could apply to them at some point in the future. Further, these property owners already have at least one interaction with the City each year with the renewal of the Residential Occupancy Permit. Lastly, the inclusion of a significant portion of rental properties in this program allows for the achievement of significant economies of scale during program administration. The Housing Department will work in conjunction with Code Enforcement to ensure that the City is effectively and efficiently communicating the requirements of this program to all property owners subject to this new program.

Enrollment – Section 17.23.1020, 17.23.1025

The Tenant Protection Ordinance is a complaint-based program of protections for tenants. The proposed reasons for a tenant to initiate a complaint and receive at least initial protections include:

- An alleged Material Code Violation or the necessary repair or replacement of a problem in the apartment (as defined in **Attachment C**);
- An alleged violation(s) of the Apartment Rent Ordinance including failing to register in the rent registry; and/or,

- alleged violation(s) of state and federal fair housing laws.

Good cause protections can also be granted without a tenant complaint if a Material Code Violation is found during a routine inspection performed by the City, or if the property owner refuses to allow the City to inspect the property, building, or apartments.

Good Cause protections are specific to the tenants impacted by the claim. They are not tied to the apartment or building unless the violation is associated with the building rather than a unit. Protections terminate on the last day of the protection term, or at the time the Tenant voluntarily vacates the apartment, whichever is earlier.

The draft ordinance provides protections to the tenant immediately upon notifying the property owner or the appropriate government agency of the issue in writing. In the case of a material code violation or necessary repair or replacement, the property owner has 30 days to make the repair, or notify the City of actions taken to make the repair if the process will extend beyond 30 days. If the property owner makes the repairs within 30 days, the tenant will receive six-months of good cause protections referred to in the draft ordinance as "limited term enrollment". Limited term enrollment also applies to allegations of fair housing violations that are not upheld. Under state law, even if the tenants claim is not upheld, the tenant still receives anti-retaliation protection for six-months.

Staff is recommending a two-year "full term enrollment" period for the following issues:

- material code violations or necessary repairs or replacements not completed within the 30 days provided or the extended time period allowed for the repair;
- violations of the apartment rent ordinance, including failing to register in the rent registry;
- violations of state and federal fair housing laws;
- failing to allow the City to inspect the property;
- withdrawing a building under the Ellis Act (retroactive for 12 months); and
- renting an unpermitted unit to a tenant.

State and local law require rental housing to comply with basic habitability requirements. It serves multiple public purposes to remove any barriers to reporting blighted and unsafe conditions to the property owner and the City as soon as possible. Enforcement of the anti-retaliation provisions of state and federal laws prohibiting discrimination, harassment, and other illegal behaviors, can be performed through our local ordinance to ensure that the tenant has access to all rights afforded to them under the law.

The ARO has been enforced through a complaint-driven model since its adoption 38 years ago. When fully modified, the ordinance will still require tenant interaction to ensure proper enforcement. Tenants should feel confident to report violations or suspected violations of the ARO to City staff without fear of retaliation.

Appeal Process – Section 17.23.1025

The provision of good cause protections can be appealed by the property owner if they believe that the City's findings are inaccurate, the tenant caused the damage, or the tenant refused access to the apartment for the necessary to be made. The tenant will have the opportunity to notify the City if the repair that was requested was not completed, or not completed properly.

Good Cause Protections – Section 17.23.1030

The following section outlines the reasons or *good causes* for a tenant that is enrolled in the Tenant Protection Ordinance to be lawfully evicted from their apartment. The causes listed include the most common reasons for eviction among jurisdictions that enforce Just/Good Cause for Eviction Ordinances. The list includes issues or lease violations caused by the tenant, as well as four no-fault reasons for the tenancy to be terminated. The good cause reasons for eviction that signify fault on the part of the tenant are:

- ☐ Nonpayment of Rent
- ☐ Material or Habitual Violation of the Lease
 - 1. Habitual: 3 of the same violation, or 5 total violations in one year
- ☐ Substantial Damage to the Rental Unit
- ☐ Refusal to Agree to a Like or New Rental Agreement
- ☐ Nuisance Behavior
- ☐ Refusing Access to the Unit
- ☐ Unapproved Holdover Subtenant

The no-fault good causes are:

- ☐ Substantial Rehabilitation of the Unit
- ☐ Ellis Act Removal or Demolition
- ☐ Owner Move-In
- ☐ Order to Vacate

In cases where a tenant is enrolled in protections under the Tenant Protection Ordinance, they cannot be lawfully evicted except for the reasons outlined in this ordinance. The rental agreement between a property owner and a tenant is based in the assumption that each party is acting responsibly and complying with the laws and agreements associated with providing housing as a rental property owner, and that the Tenant will comply with the terms of the lease. A violation on behalf of either party allows for certain rights to be terminated.

Before eviction or noticing procedures can begin, the owner must be in compliance with the following City requirements: possess a valid Residential Occupancy Permit; provide the eviction/termination notice to the tenant and the City in accordance with existing regulations; be in compliance with

The four no-fault reasons for termination are executed through a notice to a tenant; an eviction proceeding isn't started unless the tenant refuses to leave the property after the last day of tenancy. As proposed, when a tenant is removed from their apartment through no fault of their own, they are entitled to certain levels of relocation benefits. These benefits are not provided to tenants who are at-fault and being lawfully evicted.

Relocation Obligation

When the reason for eviction was not caused by tenant wrongdoing, but instead is caused by a discretionary change in the Property Owner's business model such as the owner choosing to move themselves or a close family member into an apartment, choosing to take the property out of the rental market, or because the apartments require substantial rehabilitation or tenants have been ordered to vacate by the City, the tenant experiences significant financial burden to relocate.

The type of no-fault termination will determine the level of relocation benefits provided. In cases when the tenant is being permanently removed for substantial rehabilitation of the apartment or when the owner is choosing to re-occupy a unit, the tenant household will receive the base assistance, as outlined in the draft Ellis Act. When the tenant is being removed from the property through an Ellis Act withdrawal, they are entitled to receive the appropriate benefits provided by the draft Ellis Act. When the tenant is being removed from the property because their apartment is not properly permitted as a dwelling, or the City has issued an Order to Vacate, the tenant will receive the relocation benefits afforded to them under San Jose Municipal Code 17.20.

Additional Tenant Protections

Requirement to offer a one-year written lease.

Over the course of the Apartment Rent Ordinance update staff has experienced a significant number of instances where the core issue or conflict would've been resolved if the landlord and tenant had agreed to a written lease. In the absence of a written lease, not only is there the potential for violations of the lease contract between either party, but the lack of a lease agreement could create significant instability for a tenant. Aside from the value that comes from knowing that your housing is secured for a full year, offering a 12-month lease aligns with the current and future administration of the ARO. The ARO requires that rent increases are only allowed to occur once in a 12-month period. The registration process created under the ARO will also capture tenant information once every 12-months.

Regardless of the stability and efficiencies created by offering a 12-month written lease, there will inevitably be tenants who prefer not to enter into a written lease, or would elect for a different term of the lease. The proposed requirement is only that the lease be offered for a 12-month term, and in writing. Should the tenant not find either or both of those terms acceptable, they could reject the offer and settle on new terms with the property owner.

Staff recommends adding this requirement as a provision in the Apartment Rent Ordinance. The Apartment Rent Ordinance will be circulated for public review in March and staff will bring any public comments provided on this requirement to the Council for their final discussion and ordinance approval in late Spring.

Develop a Tenant Relocation Ordinance that considers different relocation scenarios and unifies existing policies of the City

The City's existing policies provide relocation benefits to tenants when the City deems that the building is no longer habitable, and when a rental property is being converted to condominiums. With the creation of the Ellis Act, the City will create a third set of relocation benefits. Staff is seeking direction to develop a Tenant Relocation Ordinance that will unify each of these policies and provide clarity for implementation and enforcement of these provisions.

EVALUATION AND FOLLOW-UP

This Ordinance will be discussed at the April 11th San Jose City Council meeting. The Housing & Community Development Commission's input and recommendations will be included in the final information provided for City Council consideration.

PUBLIC OUTREACH

Staff met with a wide range of stakeholders while developing the draft Tenant Protection Ordinance. With the assistance of the California Apartment Association and the Rental Rights Coalition the Department met with property owners and managers of small properties, large properties, and a variety of tenants and tenant advocates on multiple occasions. For the first round of public meetings, the Department hosted three public meetings on the draft ordinance. Staff was invited to attend four additional meetings hosted by stakeholders. For the second round of public meetings, the Department hosted four public meetings on the draft Tenant Protection Ordinance. As mentioned previously, the stakeholder engagement process resulted in the Department's proposed changes to the draft Tenant Protection Ordinance for consideration by the City Council.

Proposed Revisions to Enrollment:

Include violations of the City's Short Term Rental Occupancy Ordinance as a cause for enrollment in the Tenant Protection Ordinance

The City's Short Term Rental Occupancy Ordinance (Ordinance 29523) prohibits anyone except for the tenant of the ARO apartment from listing that apartment on a short-term rental occupancy site. Noncompliance with this Ordinance could result in significant loss of ARO apartments to this short-term hotel-like use.

The City does not currently have a registry for short-term listings, which requires that compliance of this ARO provision be complaint-based. To ensure the effectiveness of this

HOUSING & COMMUNITY DEVELOPMENT COMMISSION

February 23, 2017

Subject: Tenant Protection Ordinance

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compliance provision, if a property owner is improperly listing units on short-term rental sites, all tenants in the building will be enrolled in the Tenant Protection Ordinance for the full two-year term. Like other reason for enrollment, a property owner may appeal an enforcement action if they believe they have not violated either ordinance.

The draft Tenant Protection Ordinance was released on January 18, 2017 and available for a 45-day public comment period, with written comments due to City staff by March 3, 2017.

A full list of public meetings is provided in **Attachment D**. The public comment file is Attachment E. The public comment file can be found at:
<http://www.sanjoseca.gov/DocumentCenter/View/66104>.

/s/

JACKY MORALES-FERRAND
Director, Department of Housing

For questions, please contact Rachel VanderVeen, Program Administrator, at (408) 535-8310.

Chapter 17.23 Part 10 TENANT PROTECTION ORDINANCE: PROTECTIONS FOR CERTAIN TENANTS

17.23.1000 Title.

17.23.1005 Policy and purposes declaration.

17.23.1010 Definitions.

17.23.1015 Scope; Regulations.

17.23.1020 Qualification for Enrollment.

17.23.1025 Appeals of Enrollment Status or Completion of Repair.

17.23.1030 Good Cause Protections.

17.23.1040 Notice of Termination to the Tenant and City.

17.23.1050 Anti-Retaliation Protections.

17.23.1060 Affirmative Defense to Eviction; Penalties and Remedies.

PART 10. TENANT PROTECTION

17.23.1000 Title.

This Part shall be known as the "Tenant Protection Ordinance."

17.23.1005 Policy and purposes declaration.

The purposes of this Part 10 are to promote stability and fairness within the residential rental market in the City, thereby serving the public peace, health, safety, and public welfare. This Part is intended to enable tenants in the City to participate in the Apartment Rent Ordinance petition process, request correction of code violations and necessary repairs, and exercise their rights under local, state, and federal laws without fear of retaliation. This Part 10 regulates landlord and tenant relations by promoting fair dealings between landlords and tenants in recognition of the importance of residential housing and the landlord-tenant relationship as components of a healthy, safe, and vibrant city. The rights and obligations created by this Part 10 for landlords and tenants are created pursuant to the City's general police powers to protect the health, safety, and welfare of its residents and are in addition to any rights and obligations under state and federal law.

17.23.1010 Definitions.

In addition to the definitions provided in Chapter 17.23, Parts 2 and 9, for purpose of this Part 10 the following terms are defined as follows:

A. "Director" means the Director of the Housing Department or the Director's designee.

B. "Enrolled Tenant" means the Tenants, and their Tenant Household, who have received Full Enrollment, or Limited Term Enrollment in Good Cause Protections.

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C. "Enrollment Term" means the time period during which a Tenant, and the entire Tenant Household, is entitled to Good Cause Protections. The Enrollment Term shall be determined pursuant to Section 17.23.1020.

D. "Full Enrollment" means the Tenant, and the entire Tenant Household, are granted Good Cause Protections that commence as described in Section 17.23.1020(C) and end two (2) years after resolution of the event triggering enrollment, unless the Good Cause Protections are either extended or terminated.

E. "Good Cause Protections" means those protections afforded to a Tenant Household under Section 17.23.1030.

F. "Guesthouse" shall have the meaning provided in Sections 20.200.470 and 20.200.480.

G. "Guest Room" shall have the meaning provided in Section 20.200.460.

H. "Habitual" shall have the meaning provided in regulations adopted by the City Manager for administration of this Part.

I. "Landlord" means an owner, lessor, or sublessor who receives or is entitled to receive rent for the use and occupancy of any Rental Unit, and the agent, representative, or successor of any of the foregoing.

J. "Limited Term Enrollment" means the Tenant, and the entire Tenant Household, are granted Good Cause Protections that commence as described in Section 17.23.1020(A) and end six (6) months after resolution of the event triggering enrollment as described in Section 17.23.1020(B), unless the Good Cause Protections are extended or terminated.

K. "Material Code Violation" shall have the meaning provided in the regulations adopted by the City Manager for administration of this Part.

L. "Necessary Repair or Replacement" shall have the meaning provided in the regulations adopted by the City Manager for administration of this Part.

M. "Notice of Satisfaction" means the notice from a Landlord, on a form approved by the Director, informing both a Tenant Household and the Director that the Landlord believes a Material Code Violation and/or Necessary Repair or Replacement has been resolved in accordance with Section 17.23.1020.

N. "Notice of Termination" means the notice informing a Tenant Household of the termination of its tenancy in accordance with Civil Code section 1946.1 and Code of Civil Procedure section 1162. Each Notice of Termination delivered to an Enrolled Tenant or to a Tenant Household residing in a Rent Stabilized Unit must use the form approved by the Director, and the Landlord must deliver a copy of such notice to the Director in accordance with Section 17.23.1040.

O. "Rent Stabilized Units" means Rental Units that are subject to the City's Apartment Rent Ordinance provided in Chapter 17.23, which includes rooms or accommodations occupied for

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thirty (30) days or more in a Guesthouse and units in any Multiple Dwelling building for which a certificate of occupancy was received on or prior to September 7, 1979, as those terms are defined in Sections 20.200.340, 20.200.470, and 20.200.480 of the San José Municipal Code.

P. "Rental Unit" means a structure or the part of a structure that is used as a home, residence, or sleeping place by one person who maintains a household or by two or more persons who maintain a common household, and which household pays Rent for the use and occupancy for periods in excess of seven days whether or not the residential use is a conforming use permitted under the San José Municipal Code. For purposes of this Part 10, Rental Unit includes Guest Rooms in any Guesthouse.

Q. "Tenant" means a residential tenant, subtenant, lessee, sublessee, or any other person entitled by written or oral rental agreement, or by sufferance, to use or occupancy of a Rental Unit.

R. "Tenant Household" means one or more Tenant(s) who occupy any individual Rental Unit, including each dependent of any Tenant whose primary residence is the Rental Unit.

17.23.1015 Scope; Regulations.

A. Subject to any exceptions, additions, and clarifications included in regulations that may be adopted by the City Manager for administration of this Part, this Part applies to the following:

1. Rent Stabilized Units;
2. Rental Units in any Multiple Dwelling as defined in Chapter 20.200 of Title 20, excepting permitted hotels and motels;
3. Guest Rooms in any Guesthouse; and
4. Structures or parts of a structure that are being rented as a home, residence, or sleeping place, where the use as a home, residence, or sleeping place is not authorized, permitted, or otherwise approved by the City.

B. The City Manager may adopt regulations for the administration and implementation of this Part. The Director of Housing, with the approval of the City Attorney, may adopt forms and notices to facilitate the administration and implementation of this Part.

17.23.1020 Qualification for Enrollment.

Tenants, and the entire Tenant Household, shall qualify for Limited Term Enrollment and/or Full Enrollment for the specified Enrollment Term(s) as provided in Sections 17.23.1020(A), (B), and (C) below. Qualification for Limited Term Enrollment and/or Full Enrollment may be appealed by a Landlord pursuant to Section 17.23.1025(A) within ten (10) days after the Tenant and the Tenant Household have become entitled to Limited Term Enrollment or Full Enrollment status, as applicable.

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A. Limited Term Enrollment; Commencement. A Tenant, and the entire Tenant Household, are entitled to Limited Term Enrollment immediately upon the occurrence of one of the following events:

1. Tenant files a complaint with Code Enforcement for a Material Code Violation.
2. Tenant requests the Landlord provide a Necessary Repair or Replacement for the Rental Unit or the building in which the Rental Unit is located and informs the Director of the request. For purposes of this Section 17.23.1020(A)(2), a Tenant may inform the Director in a writing via online submission, email, or other method of communication identified in the regulations adopted by the City Manager, and accompanied by photographs (if applicable) documenting the Necessary Repair or Replacement
3. Tenant files a lawsuit or complaint alleging violation of state or federal fair housing laws by the Landlord with a court or the administrative agency with jurisdiction over handling such claims. For purposes of this subsection (3) of Section 17.23.1020(A), fair housing laws include but are not limited to the Federal Fair Housing Act, the Federal Americans with Disabilities Act, the Age Discrimination Act, the California Fair Employment and Housing Act (Government Code section 12900 – 12996), and the Unruh Civil Rights Act (Civil Code section 51.

B. Limited Term Enrollment, Term. Limited Term Enrollment for Good Cause Protections shall terminate upon the earlier of: six (6) months after resolution of the issue underlying the complaint or request identified in subsections 1 through 3 of Section 17.23.1020(A) or the Tenant's voluntary vacation of the Rental Unit. For purposes of Sections 17.23.1020(A) and (B), complaints and requests are resolved when one of the following events has occurred:

1. If a Tenant made a request for a Necessary Repair or Replacement, it was completed by the Landlord and the Landlord provides a Notice of Satisfaction on a form approved by the City to both the Director and the Tenant within thirty (30) days from the date of the Landlord's receipt of the Tenant's request then the Necessary Repair or Replacement is presumed to be resolved. If a Notice of Satisfaction is not delivered to both the Director and the Tenant within thirty (30) days from the date of the Landlord's receipt of the Tenant's request, then the Limited Term Enrollment of the Tenant and the entire Tenant Household shall be extended to Full Enrollment in accordance with Section 17.23.1020(C). The Tenant may contest the Notice of Satisfaction and appeal the presumption of resolution within ten (10) days of the Tenant's receipt of the Notice of Satisfaction on the grounds that the repair was not completed or was completed incorrectly under Section 17.23.1025(B).

2. If Code Enforcement does not find a Material Code Violation when an inspection is conducted, then the complaint or request is resolved.

3. If the Tenant complaint of violation of state or federal fair housing laws is dismissed by the court or administrative agency with jurisdiction over the matter or a lawsuit is resolved, including through a negotiated agreement, then the complaint is resolved.

C. Full Enrollment. A Tenant, and the entire Tenant Household, residing in a Rental Unit where any of the following conditions exist are entitled to Full Enrollment commencing with the

existence of a condition defined in this Section 17.23.1020(C) and continuing until the earlier of or the Tenant's voluntary vacation of the Rental Unit or two (2) years after resolution of that condition.

1. Material Code Violation. A Tenant Household is entitled to Good Cause Protections commencing with the existence of a Material Code Violation identified by Code Enforcement in a City-initiated inspection or as the result of a complaint from a City Department of a violation of Title 24 in the Rental Unit or structure containing the Rental Unit. Good Cause Protections shall continue for two (2) years after resolution of the Material Code Violation. For purposes of this subsection 1 of Section 17.23.1020(C), resolution shall mean the Material Code Violation was fixed, repaired, or otherwise addressed to the satisfaction of Code Enforcement and the code compliance case status is "Closed" with respect to the Material Code Violations.

2. Petition, Opposition Statement, or Claim of Violation. A Tenant Household in a Rent Stabilized Unit is entitled to Good Cause Protections commencing with the submission of a petition, opposition statement, or claim of violation of the Apartment Rent Ordinance (Chapter 17.23) by a member of the Tenant Household, so long as that petition, opposition statement, or claim is accepted for any administrative review process under the Apartment Rent Ordinance (Chapter 17.23). For purposes of this subsection (2) of Section 17.23.1020(C), resolution shall mean the issuance of a final administrative decision on the issue(s) underlying the petition, opposition statement, or claim.

3. Landlord Refusal to Allow Inspection. A Tenant Household is entitled to Good Cause Protections commencing when a Landlord refuses to allow a City official or personnel designated by the City to inspect a structure containing a Rental Unit. For purposes of this subsection (3) of Section 17.23.1020(C), inspections shall include but are not limited to fire and life safety inspections, and Code Enforcement inspections. If no Material Code Violation or Necessary Repair or Replacement is identified following an inspection of the Rental Unit or structure containing a Rental Unit, Good Cause Protections shall continue for two (2) years after the City is allowed access to the structure for such inspection. If a Material Code Violation or Necessary Repair or Replacement is identified during the inspection, then the affected Tenant Household shall be entitled to Good Cause Protections for two (2) years after the resolution of the Material Code Violation or Necessary Repair or Replacement to the City's satisfaction.

4. Court or Administrative Order. A Tenant Household in a building containing a Rental Unit that is the subject of a court order, injunction or other administrative action related to a violation of the Housing Code (Chapter 17.20), Fire Code (Chapter 17.12), or Building Code (Chapter 17.04) is entitled to Good Cause Protections. The Good Cause Protections shall commence when a Tenant or the City files a case or claim, shall continue throughout the pendency of the case or claim, and shall conclude two (2) years after final judgement regarding the claim is issued, or in the event of an injunction, after the injunction is dismissed.

5. Ellis Act. A Tenant Household is entitled to Good Cause Protections commencing twelve (12) months prior to delivery by an Owner to the City of a Notice of Intent to Withdraw under Part 9 of Chapter 17.23 (the "Ellis Act Ordinance") As an Enrolled Tenant, the Tenant Household is entitled to all applicable benefits under the Ellis Act Ordinance including but not limited to Relocation Assistance and the Right to Return, regardless of the

actual Enrollment status of a Tenant Household upon termination of tenancy. The Good Cause Protections shall continue until the building is withdrawn from the residential rental market in accordance with Ellis Act Ordinance, or for two (2) years after revocation of a Notice of Intent to Withdraw.

6. Unregistered Unit. A Tenant Household in a Rent Stabilized Unit is entitled to Good Cause Protections if that unit is not in compliance with any registration requirement imposed under the Apartment Rent Ordinance.

7. Violation of City Short Term Rental Ordinance. A Tenant Household in a building containing a Rent Stabilized Unit that has been rented for Incidental Transient Use (as defined in Part 2.5 of Chapter 20.80 of Title 20) within the past year in violation of the limitations in Part 2.5 of Chapter 20.80 of Title 20.

8. Unpermitted Units. A Tenant Household in a Rental Unit that is not a conforming use permitted by the San José Municipal Code is entitled to Good Cause Protections commencing with the creation of the tenancy and continuing until two years after the unit has been permitted.

17.23.1025 Appeals of Enrollment Status or Completion of Repair.

A. A Landlord may petition the Director to appeal the Tenant's entitlement to Limited Term Enrollment, Full Enrollment, or both. Such petition shall be brought, if at all, no later than ten (10) days after the Tenant and the Tenant Household have become entitled to Limited Term Enrollment or Full Enrollment status, as applicable. To have grounds for a petition, a Landlord must assert one or more of the following in writing and support the assertion with substantial evidence:

1. The Necessary Repair or Replacement was completed within thirty (30) days, in which case the Tenant and the Tenant Household shall not be entitled to Full Enrollment. A petition claiming completion within thirty (30) days may be reviewed and a decision issued by the Director based on written materials provided by the Landlord and Tenant Household.

2. The Necessary Repair or Replacement could not be completed within thirty (30) days but the Landlord began meaningful repair or replacement activities and is diligently pursuing completion of the Necessary Repair or Replacement, in which case the Tenant and the Tenant Household shall not be entitled to Full Enrollment, but may have Limited Term Enrollment extended until six months after the Necessary Repair or Replacement is completed and a Notice of Satisfaction is delivered to the City and the Tenant. A petition claiming diligent pursuit of a Necessary Repair or Replacement may be reviewed and a decision issued by the Director based on written materials provided by the Landlord and Tenant Household.

3. The Necessary Repair or Replacement was necessitated by the willful misconduct or grossly negligent acts of the Tenant or Tenant Household. If, after a hearing, the Director determines that the Necessary Repair or Replacement was necessitated by the willful misconduct or grossly negligent acts of the Tenant or Tenant Household then the Tenant and the Tenant Household shall not be entitled to Limited Term Enrollment or Full Enrollment.

Draft

4. The Tenant unreasonably refused access to the Rental Unit for purposes of pursuing or completing the Necessary Repair or Replacement or for an inspection by Code Enforcement, after written request for access was provided to the Tenant. If, after a hearing, the Director determines that the Tenant unreasonably refused access to the Rental Unit then the Tenant and the Tenant Household shall not be entitled to Full Enrollment.

5. The Landlord has appealed the determination of the existence of the Material Code Violation(s) pursuant to Chapter 1.14 of Title 1 and the Landlord's appeal has been sustained.

B. A Tenant may petition the Director to contest the Notice of Satisfaction and appeal the presumption of satisfaction. Such petition shall be brought, if at all, no later than ten (10) days after the Tenant and the Tenant Household have received the Notice of Satisfaction. To have grounds for a petition, a Tenant must assert either that the repair or replacement was not completed or that the repair or replacement was incorrectly completed and support the assertion with substantial evidence.

C. Specific petition requirements and hearing procedures shall be set forth in the regulations adopted by the City Manager.

17.23.1030 Good Cause Protections.

A. A Landlord may not terminate the tenancy of Enrolled Tenants during the Enrollment Term unless the Landlord can demonstrate:

1. that the Landlord possesses a valid Residential Occupancy Permit under Title 17, Chapter 20 of the San José Municipal Code (if applicable); and

2. that the Landlord served a Notice of Termination to the Tenant Household and delivered a copy of the Notice of Termination to the City in accordance with Section 17.23.1040 and California Civil Code Section 1946.1; and

3. that on the date of service to the Tenant Household of the Notice of Termination, the Rental Unit to which the Notice of Termination applies is substantially in compliance with the following requirements:

a. The implied warranty of habitability, including but not limited to the requirements codified in Civil Code sections 1941 through 1941.7 (unless the Landlord is terminating the tenancy in accordance with subsections (7) or (8) of Section 17.23.1030); and

b. The Apartment Rent Ordinance (if applicable), including but not limited to the maximum rents allowed thereunder, as codified in Chapter 17.23; and

c. The Apartment Rent Ordinance (if applicable) Landlord/Rent Registry

4. that the termination qualifies as a Good Cause Termination, as defined below.

B. Good Cause Terminations. If a Landlord can show any of the following circumstances with respect to a termination of tenancy, the termination will qualify as a "Good Cause Termination."

1. Nonpayment of Rent. After being provided with written notice of the identity and mailing address of the Landlord, and the amount of rent due, the Tenant has failed to pay rent to which the Landlord is legally entitled pursuant to any written or oral rental agreement and under the provisions of state or local law, unless the Tenant has withheld rent pursuant to applicable law, and said failure has continued after service on the Tenant of a written notice setting forth the amount of rent then due and requiring it to be paid, within a period, specified in the notice, of not less than three days.

2. Material or Habitual Violation of the Tenancy.

a. The Tenant has failed to cure a violation of any material term of the rental agreement within a reasonable time after receiving written notice from the Landlord of the alleged violation or has committed Habitual violations of the rental agreement, but only if either subsection (i) or (ii) applies:

i. The demand to cure is based on terms that are legal and have been accepted in writing by the Tenant or made part of the rental agreement; or

ii. The demand to cure is based on terms that were accepted by the Tenant or made part of the rental agreement after the initial creation of the tenancy, so long as the Landlord first notified the Tenant in writing that he or she need not accept such terms or agree to their being made part of the rental agreement.

b. The following potential violations of a tenancy can never be considered material or Habitual violations:

i. An obligation to surrender possession on proper notice as required by law.

ii. An obligation to limit occupancy when the additional Tenant(s) who join the Tenant Household are any of the following: a dependent child or foster child, the spouse or domestic partner, parent, brother, or sister of a Tenant; so long as the total number of adult Tenants in the unit does not exceed the greater of either the number of individuals authorized in the rental agreement or the number permitted by the City under Section 17.20.270B. The Landlord has the right to approve or disapprove a prospective additional Tenant who is not a dependent child or foster child, spouse or domestic partner, parent, brother, or sister of a Tenant, provided that the approval is not unreasonably withheld.

3. Substantial Damage to the Rental Unit. The Tenant, after written notice to cease and a reasonable time to cure, causes substantial damage to the Rental Unit, or common area of the structure or rental complex containing the Rental Unit beyond normal wear and tear, and

refuses, after written notice, to pay the reasonable costs of repairing such damage and to cease engaging in the conduct identified in the notice to cease.

4. Refusal to Agree to a Like or New Rental Agreement. Upon expiration of a prior rental agreement the Tenant has refused to agree to a new rental agreement that contains provisions that are substantially identical to the prior rental agreement, and that complies with local, state and federal laws.

5. Nuisance Behavior. The Tenant, after written notice to cease, continues to be so disorderly or to cause such a nuisance as to destroy the peace, quiet, comfort, or safety of the Landlord or other Tenants of the structure or rental complex containing the Rental Unit. Such nuisance or disorderly conduct includes violations of state and federal criminal law that destroy the peace, quiet, comfort, or safety of the Landlord or other Tenants of the structure or rental complex containing the Rental Unit, and may be further defined in the regulations adopted by the City Manager.

6. Refusing Access to the Unit. The Tenant, after written notice to cease and a reasonable time to cure, continues to refuse the Landlord reasonable access to the Rental Unit, so long as the Landlord is not abusing the right of access under Civil Code Section 1954.

7. Unapproved Holdover Subtenant. The Tenant holding over at the end of the term of the oral or written rental agreement is a subtenant who was not approved by the Landlord.

8. Substantial Rehabilitation of the Unit. The Landlord after having obtained all necessary permits from the City, seeks in good faith to undertake substantial repairs which are necessary to bring the property into compliance with applicable codes and laws affecting the health and safety of Tenants of the building, provided that:

- a. The repairs costs not less than the product of ten (10) times the amount of the monthly rent times the number of Rental Units upon which such work is performed. For purposes of this subsection (7), the monthly rent for each Rental Unit shall be the average of the preceding twelve-month period; and
- b. The repairs necessitate the relocation of the Tenant Household because the work will render the Rental Unit uninhabitable for a period of not less than thirty (30) calendar days; and
- c. The Landlord gives advance notice to the Tenant of the ability to reoccupy the unit upon completion of the repairs at the same rent charged to the Tenant before the Tenant vacated the unit or, if requested by Tenant, the right of first refusal to any comparable vacant Rental Unit at comparable rent owned by the Landlord. Notwithstanding Section 17.23.1020, in either circumstance the Tenant's enrollment under this Part 10 of Chapter 17.23 shall continue in the new Rental Unit despite a change in location;
- d. In the event the Landlord files a petition under the Apartment Rent Ordinance within six (6) months following the completion of the work, the

Tenant shall be party to such proceeding as if he or she were still in possession, unless the Landlord shall submit with such application a written waiver by the Tenant of his or her right to reoccupy the premises pursuant to this subsection; and

- e. The Landlord shall have provided relocation assistance as required by Section 17.23.1030(C), below.

9. Ellis Act Removal. The Owner as defined in the Ellis Act Ordinance seeks in good faith to recover possession of the Rental Unit to remove the building in which the Rental Unit is located permanently from the residential rental market under the Ellis Act and, having complied in full with the Ellis Act and Ellis Act Ordinance, including the provision of relocation assistance as required by Section 17.23.1030(C), below.

10. Owner Move-In. The Owner seeks in good faith, honest intent, and without ulterior motive to recover possession for: (a) the Owner's own use and occupancy as the Owner's principal residence for a period of at least 36 consecutive months commencing within three months of vacancy; or (b) the principal residence of the Owner's spouse, domestic partner, parent(s), child or children, brother(s), or sister(s) for a period of at least 36 consecutive months and commencing within three months of vacancy, so long as the Rental Unit for the Owner's authorized family member is located in the same building as the Owner's principal residence and no other unit in the building is vacant. For purposes of this subsection (9) of Section 17.23.1030(B), "Owner" means a fee owner of at least fifty (50) percent interest in the property. It shall be a rebuttable presumption that the Owner has acted in bad faith if the Owner or the Owner's qualified relative for whom the Tenant was evicted does not move into the Rental Unit within three months from the date of the Tenant's surrender of possession of the premises or occupy said unit as his/her principal residence for a period of at least 36 consecutive months. The Owner shall have provided relocation assistance as required by Section 17.23.1030(C), below.

11. Order to Vacate. The Landlord seeks in good faith to recover possession of the Rental Unit in order to comply with a court or governmental agency's order to vacate, order to comply, order to abate, or any other City enforcement action or order that necessitates the vacating of the building in which the Rental Unit is located as a result of a violation of the San Jose Municipal Code or any other provision of law. The Landlord shall have provided relocation assistance as required by Section 17.23.1030(C), below.

C. Relocation Assistance.

1. Enrolled Tenants who receive a Notice of Termination that relies on subsections (8) or (10) of Section 17.23.1030(B) as the good cause rationale to terminate the tenancy must receive, and the Landlord must provide, the following relocation assistance to the Tenant Household. The relocation assistance must be provided to the Tenant Household concurrent with delivery of the Notice of Termination to the Tenant Household.

- a. Relocation Assistance. An amount equal to the Base Assistance provided for in the Ellis Act Ordinance, as set by resolution of the City Council.

- b. Refund of Security Deposit. Owner must refund to the Tenant Household any security deposit paid by the Tenant Household, provided, however, that the Owner may withhold any properly itemized deductions from the security deposit pursuant to Civil Code section 1950.5.

2. Enrolled Tenants who receive a Notice of Termination that relies on subsection (9) of Section 17.23.1030(B) as the good cause rationale to terminate the tenancy must have received, and the Landlord must have provided, Relocation Assistance as defined in the Ellis Act Ordinance.

3. Enrolled Tenants who receive a Notice of Termination that relies on subsection (11) of Section 17.23.1030(B) as the good cause rationale to terminate the tenancy must receive, and the Landlord must provide, relocation benefits as defined in Part 11 of Chapter 17.20, or if the unit is unpermitted, an amount equal to the Base Assistance provided for in the Ellis Act Ordinance, as set by resolution of the City Council.

17.23.1040 Notice of Termination to the Tenant and City.

A. The Notice of Termination provided to Enrolled Tenants must contain the reason for the termination of tenancy in accordance with Section 17.23.1030(B) on a form approved by the Director.

B. A Landlord must provide the City with a true and accurate copy of any Notice of Termination provided to an Enrolled Tenant.

17.23.1050 Anti-Retaliation Protections.

A. No Landlord may threaten to bring, or bring, an action to recover possession, cause the Tenant to quit the Rental Unit involuntarily, serve any notice to quit or Notice of Termination, reduce any housing services, or increase the rent where the Landlord's intent is retaliation against the Tenant for the Tenant's assertion or exercise of rights under this Chapter 17.23.

B. Any such retaliation shall be a defense to an action to recover possession, or it may serve as the basis for an affirmative action by the Tenant for actual and punitive damages and injunctive relief. In an action by or against a Tenant, evidence of the assertion or exercise by the Tenant of rights under this Chapter 17.23 within six months prior to the alleged act of retaliation shall create a rebuttable presumption that the Landlord's act was retaliatory. For purposes of this Section 17.23.1050(B), "rebuttable presumption" means that the Court must find the existence of the fact presumed unless and until its nonexistence is proven by a preponderance of the evidence. A Tenant may assert retaliation affirmatively or as a defense to the Landlord's action without the aid of the rebuttable presumption regardless of the period of time which has elapsed between the Tenant's assertion or exercise of rights under this Chapter 17.23 and the alleged act of retaliation.

17.23.1060 Affirmative Defense to Eviction; Penalties and Remedies.

A. Affirmative Defense. Each Landlord that seeks to terminate a tenancy of an Enrolled Tenant must comply with this Part 10 of Chapter 17.23. Non-compliance with any applicable

component of this Part 10 shall constitute an affirmative defense for an Enrolled Tenant against any unlawful detainer action under Code of Civil Procedure section 1161.

B. Criminal Penalties. Any Landlord found by a court of competent jurisdiction to be guilty of violating any provision or failing to comply with any requirements of this Part shall be guilty of a misdemeanor punishable by up to a \$500 fine for a first offense and up to a \$1000 fine for any subsequent offenses.

C. Civil Remedies.

1. Any Landlord that fail(s) to comply with this Part 10 may be subject to civil proceedings for displacement of Tenant(s) initiated by the City or the Tenant Household for actual and exemplary damages.

2. Whoever is found to have violated this Part shall be subject to appropriate injunctive relief and shall be liable for damages, costs and reasonable attorneys' fees. Treble damages shall be awarded for a Landlord's willful failure to comply with the obligations established under this Part.

3. Nothing herein shall be deemed to interfere with the right of a Landlord to file an action against a Tenant or non-Tenant third party for the damage done to said Landlord's property. Nothing herein is intended to limit the damages recoverable by any party through a private action.

RENTAL RIGHTS AND REFERRALS PROGRAM

Draft Tenant Protection Ordinance

On April 19, 2016, the City Council directed staff to develop an Anti-Retaliation and Protection Ordinance that created protections for Tenants living in apartments that were experiencing housing, building, and fire code violations, or needed important repairs as well as those who exercised their rights in the Apartment Rent Ordinance. After receiving feedback that the "Anti-Retaliation and Protection Ordinance" name was cumbersome and difficult to understand, the Housing Department staff renamed this proposed ordinance to the Tenant Protection Ordinance.

KNOW THE DRAFT REGARDING THE TENANT PROTECTION ORDINANCE

Under this Ordinance, in certain circumstances, an Owner will not be able to give Tenants a no-cause eviction, but will still be able to evict them if they violate certain rules. This is called "Good Cause for Eviction" protections. Tenants that damage the building, illegally add roommates, refuse to pay rent, or otherwise violate their lease can still be legally evicted.

QUALIFICATIONS FOR TENANT ENROLLMENT

Types of Housing	Protection Term		
	Issue	Commencement	6-Month Term Limited Enrollment
Covered	Buildings subject to the Apartment Rent Ordinance,		
	All other buildings on the Multi-Family Housing Roster,		
	All apartments built without a permit, or operating illegally,		
	Guesthouses, as defined.		
Not Covered	Duplexes		
	Single family homes		
	Condos		
	Townhouses		
	Second units		

MATERIAL CODE VIOLATIONS AND NECESSARY REPAIR AND REPLACEMENT LIST

The Tenant Protection ordinance includes Material Code Violations and Necessary Repair definitions. Below is a list of San José Municipal Code violations that would be considered either a Material Code Violation or a Necessary Repair.

Material Code Violations		Necessary Repairs and Replacements	
Exterior walls	Windows	Exterior Premises	Entry doors
Stairway, landing, decks, balconies, guardrails, handrails	Water heaters	Vent screens	Flooring
Exterior lighting	Fire Detection	Electrical Service	Plumbing fixtures, piping
Electrical Service	Carbon Monoxide Detectors	Common Areas	Bathroom ventilation
Heaters	GFCI required locations	Windows and window locks	Electrical
Flooring	Electrical	Entry doors	Exterior walls
Roof and ceilings	Pest Control	Kitchen counters and sink surfaces	
	Plumbing/Piping		

APPEALS OF ENROLLMENT STATUS OR COMPLETION OF REPAIR

Property Owner May petition to revoke Good Cause within 10 days of the Tenant receiving any term of protections if:

	Tenant Entitled to Limited Term Protection	Tenant Entitled to Full Term Protection
The necessary repair or replacement was completed within 30 days.	Yes	No
The necessary repair or replacement could not be reasonably completed within 30 days, but work has commenced and a repair is being pursued.	Yes, extended until 6 months after repairs completed and Notice of Satisfaction is delivered to the City and the Tenant.	No
The necessary repair or replacement occurred because or willful misconduct or gross negligence by the Tenant.	No	No
The Tenant refused access to the unit and prevented the repair from happening.	Yes	No
The property Owner appealed the Material Code Violation existed and the appeal was sustained.	No	No

Tenant May contest the determination that the repair was satisfied within 10 days of receiving the Notice of Satisfaction and being notified by the City that the repair has been completed if:

	Tenant Entitled to Limited Term Protection	Tenant Entitled to Full Term Protection
Tenant Entitled to Full Term Protection	Yes	Reconsideration of Full Protection
The repair or replacement was incorrectly completed.	Yes	Reconsideration of Full Protection

REASONS LANDLORD CAN EVICT TENANTS WHO RECEIVE GOOD CAUSE PROTECTIONS

Tenants covered by Good Cause protections can only be evicted for Good Cause. This means that Owners cannot terminate tenancy unless they demonstrate that there is a Good Cause for eviction.

I. Landlord Requirements

If Landlord chooses to execute a lawful eviction for cause, the Landlord must:

1. Have a valid Residential Occupancy Permit,
2. Properly serve the Notice of Termination to the Tenant,
3. Ensure that there are no Code violations on the property, and
4. Ensure that the property and unit are in compliance with the Apartment Rent Ordinance, including having current registration in the rent registry.

II. Good Cause Terminations

List of Good Cause Terminations that Landlord can qualify to terminate tenancy with Tenants

1. Nonpayment of rent,
2. Material or habitual violation of the lease,
3. Substantial damage to the apartment,
4. Refusal to agree to a like or new rental agreement,
5. Nuisance behavior,
6. Refusing access to the Unit,
7. Unapproved holdover subtenant,
8. Substantial rehabilitation of the apartment – *Base Assistance*,
9. Ellis Act removal or demolition – *Benefits*,
10. Owner move-in – *Base Assistance*,
11. Order to vacate – *Benefits stipulated by City of San Jose, Unpermitted Units receive Base Assistance.*

Relocation Assistance

Relocation benefits, as stipulated by the Ellis Act, must be paid when a Tenant is being removed from a unit for reasons 8-11

DRAFT – FOR DISCUSSION PURPOSES – DRAFT**Material Code Violations and Necessary Repair and Replacement List**

The Tenant Protection ordinance includes Material Code Violations and Necessary Repair definitions. This document provides a list of San Jose Municipal Code violations that would be considered either a Material Code Violation or a Necessary Repair. Please provide input on the categorization of violation and examples of other repairs that are not included on this list during the public review period (January 17 – March 3). The list Necessary Repairs and Replacement list is not an exhaustive list, but serves as clear examples of items that would be considered in this category under the ordinance.

When reviewing the list, please note if building conditions do not meet the standards outlined below, they will be considered a violation. If there is evidence that the damage was caused by the tenant, good cause provisions will not apply.

Material Code Violations

Exterior walls - In good condition, holes, missing sections or deterioration.

Stairway/ landing/decks/balconies/guardrails/handrails - In good condition, no significant deterioration or safety hazard. Permits obtained and finalized for replacement of stairways and balconies.

Exterior lighting - All lights function and have proper covers, no exposed wiring.

Electrical Service - Permits obtained and finalized for service upgrade and/or panel replacement.

Heaters - Are permanently installed and properly functioning. Permit obtained and finalized for replacement of heater.

Flooring - No deteriorated floor supports.

Roof and ceilings - In good condition without any leaks. Permit obtained and finalized for re-roof.

Windows - No broken or missing glass.

Water heaters - Water heaters are installed in an approved location, and have seismic strapping, operable temperature relief valve, drain line and venting. Hot water is supplied to plumbing fixtures at a temperature of not less than 110 degrees Fahrenheit. Permit obtained and finalized for replacement of water heaters.

Fire Detection - Smoke detectors are operable and are located in hallways leading to rooms used for sleeping purposes and also in each bedroom as required by Code.

DRAFT – Tenant Protection Ordinance
Material Code Violations, Necessary Repairs & Replacements List

Carbon Monoxide Detectors - Located outside each sleeping area and on each level of a dwelling (including basements). Installation must be per manufacturer's instructions and per California Building Code.

GFCI required locations - GFCI properly functioning and installed where outlets have been replaced in the bathrooms, above kitchen counters, on the exterior of building, in garages and basements.

Electrical - no exposed wiring. Permit obtained and finalized.

Pest Control - No infestations of insects or rodents/vermin. Professional extermination utilized as needed for pest control.

Plumbing/Piping – Adequate running water, adequate sewage disposal.

Necessary Repairs and Replacements

Exterior Premises - No abandoned or inoperable vehicles, overgrown vegetation, discarded household items, trash, debris or graffiti. Landscaping is being maintained. No deteriorated fencing or driveway/ parking surface areas.

Vent screens - No missing or damaged crawl space, attic or foundation vent screens.

Electrical Service - Multi-unit panels are identified; all breakers/fuses labeled, no missing tie bars, broken breaker handles and no exposed wiring.

Common Areas (including Laundry Room) - In a safe and sanitary condition. Fire Extinguishers (minimum 2-A: 10B:C rating) installed with visible gauge and annual re-charge date tag.

Windows and window locks - Windows can be opened and closed easily. Bedroom egress windows are not blocked by furniture or air conditioners, and any security bars can be released from the interior. Window locks as required by Code.

Entry doors - All doors and door jambs have strike plates that are secure; entry doors have standard deadbolt with thumb latch at interior and are weather sealed.

Kitchen counters and sink surfaces - Surfaces are in good condition, no significant cracked, chipped or missing pieces.

Flooring - Coverings do not create tripping hazards due to torn, missing, deteriorated sections of flooring.

Plumbing fixtures / piping - Properly installed and in good condition without any leaks or clogs, no missing handles or spouts.

Bathroom ventilation - Bathrooms have an operable window and/or exhaust fan.

Electrical - General outlets, lights, switches and cover plates are installed properly and in good condition.

Exterior walls – No peeling paint.

ATTACHMENT D

First Round of Public Meetings:

November 7, 2016 – Cypress Community Center
November 14, 2016 – San José City Hall
November 16, 2016 – Bascom Community Center
December 5, 2016 – Housing & Community Development Commission

First Round of Stakeholder Meetings – Invited By:

November 30, 2016 – Santee Tenants
December 4, 2016 – Small Property Owners
December 13, 2016 – Sacred Heart Community Service
December 19, 2016 – Reserve Apartment Tenants

Second Round of Public Meetings:

February 8, 2017 – San José City Hall
February 15, 2017 – Bascom Community Center
February 17, 2017 – San José City Hall
February 27, 2017 – Cypress Community Center

Draft Tenant Protection Ordinance

City of San José – Department of Housing

Public Comments Received as of February 21, 2017

From: Ruth Kelso
To: [TPO](#)
Subject: Tenant Protection Ordinance
Date: Wednesday, February 08, 2017 2:00:16 PM

My friend experienced unlivable conditions, including the owner breaking through a wall to make a passageway from their residence into her living space. This destruction encroaching her living space resulted in her having no privacy.

The owner's action was performed in anticipation of the owner placing their property for sale on the market.

The owner did provide her with notice to vacate the premises. However, this tenant was unable to find comparable accommodations within her ability to pay the high rental rates in this area. She is established in this area and chooses to not leave the area.

She has been forced to live in a much less desirable space that is not by any means comparable to her former accommodations.

Will this new ordinance provide her with any protection in acquiring a comparable residence?

Please let me know if this ordinance will be of any assistance to her, and if so, of any further information we are to provide.

Thank you for your consideration.

Ruth Kelso

"The price of apathy toward public affairs is to be ruled by evil men." -- Plato

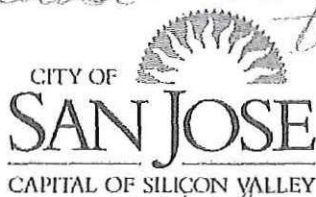
"The important thing is to never stop questioning." -- Albert Einstein

Power concedes nothing without demand.

"A veteran - whether active duty, retired, national guard, or reserve - is someone who, at one point in his or her life, wrote a check made payable to The 'United States of America', for an amount of 'up to and including his or her life.'" (Author unknown)

Every time a lesbian comes out, an angel gets her wings.

Please read & consider these two critical changes OVER →



Here your final
draft on TPO.

Public
Discussion:
Draft Ellis Act
and Tenant
Protection
Ordinances

Discusión
Pública:
Proyecto de
Ordenanzas:
Acto de Ellis y
Protección del
Inquilino

Thảo Luận
Cộng Đồng:
về Luật
Ellis và Luật Bảo
Vệ Người Thuê
Nhà

Share Your Comments

Comparta sus comentarios

Xin Chia Sẻ Ý Kiến

1. Please make Hood Cause automatic for all City of SJ tenants living in Rent Control Buildings, not require a tenant enrollment process.

2. Please remove number 4. on page 8 of the TPO draft: Refusal to Agree to a Like or New Rental Agreement.

over continuado lột qua

OR send your comments to o envíe sus comentarios a hoặc gửi ý kiến bằng email cho
tpo@sanjoseca.gov & ellisact@sanjoseca.gov

About You Acerca de usted

Về Quý Vị

PRINT CLEARLY

IMPRIMIR CLARAMENTE

XIN IN RỒ RÀNG

Name Nombre Tên: _____

Email Email Email: _____

check all that apply marque todo lo que corresponda xin chọn những điều mà áp dụng

☒ I live at an ARO apartment

Vivo en un apartamento alquiler ordenanza.

Tôi sống ở tại một căn hộ dưới Pháp Luật Chung Cư Cho Thuê

☐ I own or operate an ARO apartment

Soy dueño o opero un apartamento alquiler ordenanza.

Tôi là chủ hoặc là người vận hành một căn hộ dưới Pháp Luật Chung Cư Cho Thuê.

☐ I am a member of the public.

Soy un miembro del público. Tôi là một thành viên trong cộng đồng.

Thank you.

Please read & consider this change for more flexibility before your final draft

Ellis Apt:

thank you gracias xin cam on

3. I almost never see a \$500. security deposit for a 1 BR apt, only double digit S.D. I believe this amount needs to be increased to give more flexibility in an extremely tight outrageous over priced rental market. If we could find a rental for less than we could just get that amount for the S.D.

Thank you.

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FOR SOME OF THE



Public
Discussion:
Draft Ellis Act
and Tenant
Protection
Ordinances

Discusión
Pública:
Proyecto de
Ordenanzas:
Acto de Ellis y
Protección del
Inquilino

Thảo Luận
Cộng Đồng:
Đạo Luật Dự
Thảo Ellis và
Luật Bảo Vệ
Người Thuê
Nhà

Share Your Comments

Comparta sus comentarios

Xin Đóng-Góp Ý Kiến

We need statistics that show data
about what is happening to tenants
as well as just close.

over continuado lết qua

OR send your comments to o envíe sus comentarios hoặc gửi ý kiến của bạn qua điện thư tại
tpo@sanjoseca.gov & ellisact@sanjoseca.gov

About You Acerca de usted Thông Tin Về Bạn

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XIN VIẾT RÕ RÀNG

Name Nombre Tên:

Diana Alvarado

Email Email Điện-Thư:

[REDACTED]

check all that apply marque todo lo que corresponda xin chọn những điều thích ứng với bạn

☐ I live at an Apartment Rent Ordinance (ARO) apartment

Vivo en un apartamento alquiler ordenanza.

Tôi đang sống tại một căn hộ tuân theo Luật Thuê Chung Cư.

☐ I own or operate an (ARO) apartment

Soy dueño o opero un apartamento alquiler ordenanza.

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Share Your Comments

Comparta sus comentarios *Re: TPO*

Xin Đóng-Góp Ý Kiến

The proposal to include the 46,000 unit
built after September 1979 will likely
go unnoticed by those owners unless
the city defers this part of the proposal
(past the council meeting in April) and
outreaches to the owners & gives them
a chance to respond.

over continued *lết qua*

OR send your comments to o envíe sus comentarios · hoặc gửi ý kiến của bạn qua điện thư tại
tpo@sanjoseca.gov & ellisact@sanjoseca.gov

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XIN VIẾT RÕ RÀNG

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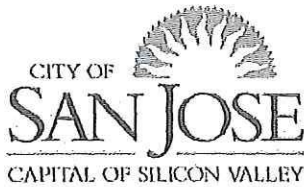
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Share Your Comments

Comparta sus comentarios

Xin Đóng-Góp Ý Kiến

Why not create the registry 1st
& find out the dimensions
of the alleged abuse by owners
before enacting these ordinances
that have some serious potential
for abuse by unethical landlords
& their lawyers

over continuado lôt qua

OR send your comments to o envíe sus comentarios hoặc gửi ý kiến của bạn qua điện thư tại
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Share Your Comments

Comparta sus comentarios

Xin Đóng-Góp Ý Kiến

I WAS VERY IMPRESSED & PLEASED
WITH THE PROPOSED ELLIS ACT
ORDINANCE, ALSO THE TENNANT
PROTECTION ORDINANCE. I FEEL
THAT THEY ARE NEEDED IN THIS
DAY AND AGE.

The speaker Rachel was very patient
helpful and friendly ALSO the staff
that came with her too. *over continuado lết qua*
thực sự

OR send your comments to o envíe sus comentarios hoặc gửi ý kiến của bạn qua điện thư tại
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XIN VIẾT RÕ RÀNG

Name Nombre Tên:

Jenhu [REDACTED]

Email Email Điện-Thư:

[REDACTED]

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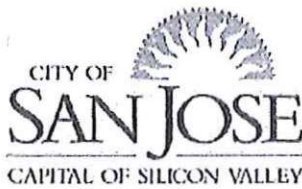
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Share Your Comments

Comparta sus comentarios

Xin Đóng-Góp Ý Kiến

The Ellis Act & Tenant Protection
Community meeting tonight was
very educational and informative.
I strongly agree that this
Ordinance should be enforced
in all communities. and I
have a better understanding of
being a tenant & a landlord/owner
(over ->)

over continuado lết qua

OR send your comments to o envíe sus comentarios hoặc gửi ý kiến của bạn qua điện thư tại
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XIN VIẾT RÕ RÀNG

Name Nombre Tên:

Manda

Email Email Điện-Th

[REDACTED]

check all that apply marque todo lo que corresponda xin chọn những điều thích-ứng với bạn

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☒ I am a member of the public.

Soy un miembro del público.

Tôi là một thành viên trong cộng đồng.

tonights speaker Rachel
was very informative friendly
and patient with all questions
from the community

I am well informed the staff
with her Lorena were also
very helpful and informative
with everything

thank you

thank you gracias xin cảm ơn



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Share Your Comments

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Xin Đóng-Góp Ý Kiến

- ① San Jose Ellis Act.
- Re-control will prevent new development on the old buildings
- ② SJ TPO
- Older buildings have older electrical system which should not be considered as material code violation

over continuado lết qua

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Share Your Comments Comparta sus comentarios Xin Đóng-Góp Ý Kiến

Pienso que nuestra comunidad de bajos ingresos necesita una protección como esta, pues está siendo desplazada indiscriminadamente de San Jose, viendo los cheques solo para pagar renta y terminar siendo sacados porque el propietario quiere aumentar esta renta. Los desalojos injustos son realizados a
over continuado lết qua

OR send your comments to o envíe sus comentarios hoặc gửi ý kiến của bạn qua điện thư tại
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XIN VIẾT RÕ RÀNG

Name Nombre Tên:

Martha

Email Email Điện-Thư:

[REDACTED]

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☐ I am a member of the public.

Soy un miembro del público.

Tôi là một thành viên trong cộng đồng.

- Vivo en Duplexes /fuera de ARO - por el momento.

diario. Nas urge Ellis Act.
Me urge como madre de familia.

thank you gracias xin cám ơn



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Share Your Comments Comparta sus comentarios Xin Đóng-Góp Ý Kiến

① The Ellis Act Ordinance may give too much benefits to current tenants. How about the new tenants? The coming tenants will pay much high rents (market). The new tenants actually pay old (current) tenants. We need a balance solution. We need better S's in the future!
~~What~~ ② What percentage of current retaliation Eviction? Now, the complain about "no cause eviction" are less at average 30 complains per year out of 44000 ARO units < 0.1%. There is no need "Just cause eviction" at San Jose. **over continuado** lết qua

OR send your comments to o envíe sus comentarios hoặc gửi ý kiến của bạn qua điện thư tại tpo@sanjoseca.gov & ellisact@sanjoseca.gov

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XIN VIẾT RÕ RÀNG

Name Nombre Tên: Mary [REDACTED]

Email Email Điện-Thư: [REDACTED]

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Soy un miembro del público.

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San Jose Homeowner



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Xin Đóng-Góp Ý Kiến

D put the ARO to the new building. It will discourage the development for the new building soon and later. There will be a lot of old apt building. Less new building.
2) notice the property owner by mail? the change for the Ellis Act, not only ARO Units, also other property too.
3) ^{Does} this extend the ARO to the new building against the law? **over continuado lết qua**

OR send your comments to o envíe sus comentarios hoặc gửi ý kiến của bạn qua điện thư tại tpo@sanjoseca.gov & ellisact@sanjoseca.gov

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Xin Đóng-Góp Ý Kiến

Ellis Act will make San Jose a
run down city. It will largely
discourage rebuilding so San Jose
will stick with 100+ year old building.

over continuado lết qua

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☒ I am a member of the public.

Soy un miembro del público.

Tôi là một thành viên trong cộng đồng.

Both Ellis Act and TPO are
one sided policy that only benefit
the tenants

If TPO covers more than just ARO units,
the city must do outreach to all the owners
who are going to be impacted. This is
a very important law to all the property
owners financially.

thank you gracias xin cảm ơn



Memorandum

TO: HOUSING AND COMMUNITY
AND DEVELOPMENT
COMMISSION

FROM: Rachel VanderVeen

SUBJECT: SEE BELOW

DATE: February 23, 2017

SUBJECT: DRAFT BASE FEES FOR THE RENTAL RIGHTS AND REFERRALS PROGRAM

DISCUSSION OF BASE FEES

It is recommended that the Housing and Community Development Commission discuss the Housing Department's proposed base FY 2017-18 fees for the Rental Rights and Referrals Program, as stated below:

- 1) Apartment Rent Control Fee: increase from \$19.29 to \$29.04 annually per unit
- 2) Mobilehome Rent Control Fee: increase from \$33.48 to \$39.40
- 3) Apartment Non-Rent Control Fee: increase from \$1.98 to \$2.89

BACKGROUND

Section 17.23.480 of the Apartment Rent Ordinance states "The cost of providing and administering the San José rental dispute and arbitration hearing process shall be reimbursed to the general fund by imposition of a fee against each rental unit in the city of San José subject to the provisions of this chapter."

Section 17.22.900 of the Mobilehome Rent Ordinance states "A rent dispute fee is hereby imposed upon each unit which is subject to the provisions of this chapter. Said fee is imposed for the purpose of reimbursement to the City's general fund the costs of providing and administering the administrative hearing process by this chapter." Additionally, Section 17.22.910 states "The city manager and the commission shall report to the city council not less than once each fiscal year their recommendation regarding the amount of the fee necessary to recover the cost of administering this chapter. The amount of the fee shall be set forth in the schedule of fees adopted by resolution of the city council."

ANALYSIS

The projected fees and costs for the FY 2017-18 Program as currently staffed (the “base” program costs) are provided in the Attachment. A summary comparison of the RRRP’s FY 2016/17 budget to the FY 2017/18 base program costs is provided below.

RRRP Fees	Proposed FY 2017-18	Adopted FY 2016-17	Change (\$)	Change (%)
Rent Control Apartments	\$ 29.04	\$ 19.29	\$ 9.75	50.5%
Non-rent Control Apartments	\$ 2.89	\$ 1.98	\$ 0.91	50.0%
Mobilehomes	\$ 39.40	\$ 33.48	\$ 5.92	17.7.0%

RRRP Revenue	Proposed FY 2017-18	Adopted FY 2016-17	Change (\$)	Change (%)
Rent Control Apartments	\$ 554,488	\$ 553,786	\$ 702	0.1%
Non-rent Control Apartments	\$ 94,438	\$ 91,073	\$ 3,365	3.7%
Mobilehomes	\$ 357,801	\$ 290,115	\$ 67,686	23.3%
Total Revenue	\$ 1,847,095	\$ 1,333,301	\$ 513,794	38.5%

LIST OF ASSUMPTIONS

It should be noted that the proposed fees do not include program expansion. The new ARO program, and the associated costs, are currently under expansion and development. It is anticipated that the fully-modified ARO will be reviewed by the HCDC in May for approval by City Council in June.

There is not accurate salary information available; salaries were inflated 3% in the projection. Salary data for staff is not included. Staffing costs associated with the new program will be brought to Commission at a future date.

/s/

Rachel VanderVeen
Program Administrator
Housing Department

Attachment

Rental Rights and Referral Program - FY 2017-18
(as of 2-23-17)
Fee Options and Staff Recommendation

Option	Description	Rent Control Apartments	Mobilehomes	Non-rent Control Apartments
A	Current Rate	12.50	33.48	1.98
	Revenue	554,488	357,801	94,438
	Expenditure	1,288,093	421,081	137,607
	Ending Fund Balance	(733,605)	(63,280)	(43,169)
	Cost Recovery	43%	85%	69%
B	Alternate Rate	19.29	33.48	1.98
	Revenue	855,685	357,801	94,438
	Expenditure	1,288,093	421,081	137,607
	Ending Fund Balance	(432,408)	(63,280)	(43,169)
	Cost Recovery	66%	85%	69%
C	Alternate Rate	29.04	39.40	2.89
	Revenue	1,288,185	421,068	137,841
	Expenditure	1,288,093	421,081	137,607
	Ending Fund Balance	93	(13)	234
	Cost Recovery	100%	100%	100%
D	Alternate Rate	45.00	39.40	2.89
	Revenue	1,996,155	421,068	137,841
	Expenditure	1,993,093	421,081	137,607
	Ending Fund Balance	3,062	(13)	234
	Cost Recovery	100%	100%	100%

Staff Recommendation	\$ 29.04	\$ 39.40	\$ 2.89

	Rent Control Apartments	Mobilehomes	Non-rent Control Apartments
Total Units	44,359	10,687	47,696
Projected Revenue	\$ 1,288,185	\$ 421,068	\$ 137,841
Total Projected Fee Revenue			\$ 1,847,095

FY 2017-2018 RENTAL RIGHTS AND REFERRAL PROGRAM FEE ANALYSIS - PROGRAM COSTS

PERSONAL COSTS

FTE	CLASS	NAME	SALARY	RETIREMENT	FRINGE	OH*	TOTAL
1.00	Housing Policy & Planning Administrator	VanderVeen, Rachel	\$ 126,955	\$ 90,025	\$ 24,121	\$ 34,164	\$ 284,265
1.00	Senr Development Officer	Lippert, Paul	\$ 125,378	\$ 97,795	\$ 23,822	\$ 33,739	\$ 280,734
1.00	Analyst	Ramos, Theresa	\$ 90,932	\$ 70,927	\$ 17,277	\$ 24,470	\$ 203,607
1.00	Analyst	Pajic, Ramo	\$ 90,146	\$ 70,314	\$ 17,128	\$ 24,258	\$ 201,846
1.00	Analyst	Niguyen, Viviane	\$ 72,177	\$ 56,293	\$ 13,714	\$ 19,423	\$ 161,611
0.50	Staff Specialist	Vacant	\$ 63,165	\$ 49,269	\$ 12,001	\$ 16,998	\$ 141,432
0.30	Sr Sys Apps Pgrmr	Zakeri,Pereshth	\$ 34,464	\$ 26,882	\$ 6,548	\$ 9,274	\$ 77,167
0.30	Senr Deputy City Atty	Greene, Shasta	\$ 44,153	\$ 34,439	\$ 8,359	\$ 11,881	\$ 98,862
0.20	Accountant	PCMF 16302	\$ 21,202	\$ 16,537	\$ 4,028	\$ 5,705	\$ 47,473
	Division Manager	Vacant					
0.05	Deputy Director	Vacant	\$ 5,652	\$ 4,409	\$ 1,074	\$ 1,521	\$ 12,656
0.05	Administrative Assist	Ami, Patricia	\$ 3,587	\$ 2,768	\$ 682	\$ 965	\$ 8,032
6.40			\$ 677,811	\$ 528,692	\$ 128,784	\$ 182,399	\$ 1,517,686

* Overhead rate = FY 17-18 OH rate of 26.91% as set by Finance Department

NON-PERSONAL / EQUIPMENT

DESCRIPTION							
Supplies	\$ 11,766	\$ 11,000	\$ 286	\$ 500	\$ 11,766	\$ 11,766	
Stores							
Communication							
Postage	\$ 11,615	\$ 4,000	\$ 6,615	\$ 1,000	\$ 11,615	\$ 11,615	
Printing	\$ 500			\$ 500	\$ 500	\$ 500	
Duplicating							
Rent-Bldg							
Rent-Equi							
Travel-Local							
Travel-In-Sta							
Travel-Out-Sta							
Training							
Mileage Reimb	\$ 194	\$ 33	\$ 161		\$ 194	\$ 194	
Vehicl-Oper							
Dues & Subs							
Data Processg	\$ 305,000	\$ 230,000	\$ 75,000		\$ 305,000	\$ 305,000	
Contractual							
Overhead							
Non-Personal Total	\$ 329,095	\$ 245,033	\$ 82,062	\$ 2,000	\$ 329,095	\$ 329,095	

TOTAL PROGRAM COSTS

Total Personal and Non-Personal Costs

RENT CONTROL APARTMENTS	MOBILEHOMES	NON-RENT CONTROLLED APARTMENTS	TOTAL
44,359 units @ \$19.29	10,637 units @ \$33.48	47,656 units @ \$1.98	
\$ 554,488	\$ 357,801	\$ 94,438	\$ 1,006,726
\$ 306,956	\$ -	\$ -	\$ 306,956
\$ 861,444	\$ 357,801	\$ 94,438	\$ 1,313,682
	65.00%	25.00%	10.00%
			100.00% FY 17-18
\$ 184,772	\$ 71,066	\$ 28,426	\$ 284,265
\$ 182,477	\$ 70,184	\$ 28,073	\$ 280,734
\$ 132,344	\$ 50,902	\$ 20,361	\$ 203,607
\$ 131,200	\$ 50,462	\$ 20,185	\$ 201,846
\$ 161,611			\$ 161,611
\$ 91,931	\$ 35,358	\$ 14,143	\$ 141,432
\$ 50,159	\$ 19,292	\$ 7,717	\$ 77,167
\$ 64,260	\$ 24,715	\$ 9,856	\$ 98,862
\$ 30,858	\$ 11,864	\$ 4,747	\$ 47,473
\$ -	\$ -	\$ -	\$ -
\$ 8,227	\$ 3,164	\$ 1,266	\$ 12,656
\$ 5,221	\$ 2,003	\$ 803	\$ 8,032
\$ 1,043,060	\$ 339,019	\$ 135,607	\$ 1,517,686
\$ 1,289,093	\$ 421,081	\$ 137,607	\$ 1,846,781